City of Nelson OCP Update – First Draft Survey Contest

OFFICIAL CONTEST RULES
NO PURCHASE REQUIRED

1. CONTEST PERIOD:

The City of Nelson ("City of Nelson") "OCP Update Passport & Trivia Contest" Contest (the "Contest Rules") begins on January 22, 2025 at 8:00 a.m. Pacific Time ("PT") and ends on February 12, 2025 at 11:59 p.m. PT (the "**Contest Period**").

2. ELIGIBILITY:

NO PURCHASE REQUIRED. The Contest is open to all legal residents of the City of Nelson, British Columbia. Winners under 18 years of age will need a parent/guardian to collect the prize and winners will need to otherwise comply with these Official Contest Rules (the "**Contest Rules**").

3. HOW TO ENTER:

(a) NO PURCHASE REQUIRED. To enter for a chance to win, complete one (1) of the following two online surveys, published on www.nelson2050.ca between January 22, 2025 and February 12, 2025.

Anyone who carries out any of the above and complies with the Contest Rules will be entered for a chance to win. All Contest entries must be received by the end of the Contest Period. All entries become the property of the City of Nelson and will be stored and destroyed in compliance with the Freedom of Information and Protection of Privacy Act. The City of Nelson is not responsible for and accepts no liability for late, lost, misdirected, delayed, or incomplete entries.

4. PRIZES:

There are two (2) prizes available to be won:

- One of two $250 local gift cards (from a Nelson local business with a valid City of Nelson business licence)

Prizes are not transferable and must be accepted as awarded with no substitutions in cash or otherwise. The City of Nelson reserves the right, in the event that any prize or any component of a prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. Prizes are subject to any terms, conditions, and restrictions imposed by their issuer.

5. WINNER SELECTION:

A random draw will be conducted on or around February 19, 2025 by the City of Nelson to select two (2) entrants from all eligible Contest entries. If the same winner is selected, the City of Nelson will redraw. The chances of winning depend on the total number of eligible entries received.

Before being declared a winner, the selected entrants will be contacted via their preferred method (phone or email) and be required to verify their name and age by presenting government issued ID where an applicant is under 18 years of age, a parent or guardian will need to verify their address as City

of Nelson resident and collect the prize. Once an identity is confirmed, the City of Nelson will contact the selected entrant, and/or parent/guardian, who will be required to (a) correctly answer a mathematical skill-testing question and (b) sign and return a Declaration, Consent and Release form. At least two (2) attempts will be made over the two (2) days following the draw to contact the selected entrant. If a selected entrant cannot be contacted, fails to correctly answer the skill-testing question, fails to complete and return the Declaration, Consent and Release form within the five (5) business days after being contacted, or cannot accept the prize for any reason, then at the City of Nelson's sole discretion, that entrant will be disqualified and another entrant will be selected by random draw from remaining eligible entries. By accepting the prize, the winners consent to the use of their names. Winners' first name, last name's initial and city of residence will be shared on the City of Nelson's website and social media platforms.

6. CONSENT:

By entering the Contest, all entrants agree and consent to give a royalty-free, irrevocable right and license to the City of Nelson to use their names in any advertising, promotion and marketing by the City of Nelson, in any medium or form of distribution (electronic or otherwise), whether inside or outside Canada, without compensation, for the purpose of the Contest.

7. PRIVACY:

The City of Nelson will use any personal information provided with the entry, including the entrants' name, address, postal code, email, and phone number for the purpose of administering the Contest, as contemplated by these Rules. Winners' first name, last name's initial and city of residence will be shared on the City of Nelson's Nelson2050.ca website and social media platforms. The City of Nelson collects and uses personal information and runs this Contest in accordance with the provisions of the Freedom of Information and Protection of Privacy Act. If you have any questions about how the City of Nelson collects, uses or discloses your personal information, please contact ocp@nelson.ca.

8. GENERAL CONDITIONS:

By entering the Contest, entrants accept and agree to be bound by these Rules and the decisions of the City of Nelson, which shall be final and legally binding. No correspondence will be entered into by the City of Nelson with respect to the Contest except with selected entrants. The City of Nelson reserves the right to terminate or amend this Contest at any time without prior notice. The Contest is subject to the laws of the Province of British Columbia and all applicable federal and municipal laws. The sole jurisdiction to resolve any disputes concerning this Contest is the City of Nelson.

9. DISQUALIFICATION:

The City of Nelson reserves the immediate right to disqualify any entrant who is deemed, in its sole discretion, (i) is not in compliance with these Rules, (ii) tampers with the entry process or the Contest; or (iii) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

10. LIMITATION OF LIABILITY:

By entering this Contest, all entrants agree to release, discharge and hold harmless the City of Nelson and their respective partners, affiliates, advertising/promotional agencies, and their employees, officers, directors, representatives and assigns from any claims, losses and damages arising out of their

participation in this Contest and the acceptance, possession, use, or misuse of the any prize awarded hereunder. The City of Nelson, nor any of their employees, officers, directors, agents, contractors, representatives, affiliates, subsidiaries, independent judges or advertising/promotion agencies (collectively, the "Released Parties") assume no responsibility whatsoever for delayed, failed, partial or garbled computer or fax transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, fax or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in this Contest or other information; the failure to capture any such information; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to this Contest; theft, loss, destruction or damage to entries, in whole or in part; or other factors beyond their reasonable control. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest. Persons who tamper with or abuse any aspect of this Contest, as solely determined by the City of Nelson will be disqualified.