

# YORK UNIVERSITY LA&PS STUDENT TESTIMONIAL CONTEST OFFICIAL CONTEST RULES

AMENDED – SEPTEMBER 1, 2020

## 1. Contest Period

The York University LA&PS – Student Testimonial Contest (the “Contest”) is organized by York University’s Faculty of Liberal Arts & Professional Studies (“the Organizer”) and will take place from 12:01 a.m., Eastern Time (EST) September 4, 2020 to 11:59 p.m. EST September 13, 2020. Only entries received during the entry period and which are otherwise fully compliant with these Contest Rules are “valid entries”.

### Eligibility

These are the official rules and regulations (the “Rules”) applicable to persons who enter the Contest (“Entrants”). The Contest is open only to legal residents of Canada, excluding Quebec, who have reached the age of majority in the province or territory in which they reside at the time of entry and are registered students in good standing at York University. Entrants must meet the following requirement:

- a. A current York University student pursuing a degree program offered through the Faculty of Liberal Arts & Professional Studies

By entering the Contest, Entrant accepts the Rules and agrees to be bound by them and the interpretation of these Rules by the Organizer.

## 2. How To Enter

- a. No purchase is necessary to enter.
- b. Entrant must complete and submit one (1) testimonial based on their personal experiences as a current York University student using the submission form:  
<https://forms.office.com/Pages/ResponsePage.aspx?id=GBNTNBFw1E-H8KQ4FsSb0J59YTUwQ1FGtwnVv91sYNdUM0tKN05YMFNGNFVOTIFNUDYyUIFBU0YyQyQIQCN0PWcu>

- c. Submissions must not:
  - i) contain any obscene or defamatory statements or photographic imagery, including but not limited to words or symbols- that are widely considered offensive to individuals of a particular race, ethnicity, religion, sexual orientation, disability or age (as determined in the selection committee's sole discretion);
  - ii) infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, or regulations; and
- d. An entrant may not submit more than one Entry. If it is discovered that an entrant has submitted more than one Entry, such entrant will be disqualified from participating in the Contest. Any attempt or suspected attempt by an entrant to submit more than one Entry by using multiple email addresses or any other means will void all Entries for such entrant.
- e. Entries will not be acknowledged or returned. The Organizer reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest or which violate or are deemed ineligible under these Official Rules.
- g. All entries and photo submissions remain the sole property of the Organizer and may be reproduced, reused and displayed for promotional purposes in all media.
- h. The Organizer is not responsible for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, or for any unavailable network connections, failed, incomplete, garbled, or delayed computer transmissions, on-line failures, hardware, software or other technical functions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting the Contest in any manner.

### **3. Chances Of Winning**

- a. The odds of being selected as a potential winner depend on the number of eligible Entries received by LA&PS.

### **4. Prizes**

- a. There is a total of two prizes to be won: two (2) of \$125 (one hundred and twenty-five dollars) gift cards to the York University Bookstore. One (1) prize will be awarded to each winner. The prize will be delivered to the winners digitally.

- b. The Prize will be distributed within 30 calendar days after the Prize Winner has been successfully notified of their Prize and fulfilled the requirements set out herein.
- c. On September 14, 2020, two (2) winning entrants will be selected by a random draw from all eligible Entries received during the Contest Period.
- d. The selected entrant will be notified by LA&PS or its agents by telephone or email on September, 14 2020.
- e. If a selected Entrant does not respond to the Organizer within three (3) business days of notification or does not comply with these Official Contest Rules, the prize will be forfeited and prizes will be reassigned based on votes for the remaining entries. York University is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or of York University to receive a selected entrant's response
- f. In order to win the prize, the selected Entrant must first correctly answer a mathematical skill testing question administered by e-mail or telephone
- g. No cash alternative or substitution of the prize is provided, except that York University, in its sole discretion, reserves the right to substitute a prize of equal or greater value if the prize is unavailable for any reason. The prize is provided "as is" without warranty of any kind and must be accepted as awarded. York University disclaims all warranties including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement.
- h. Prize is not transferable unless authorized in writing by York University before the transfer is made. Such authorization may be granted or withheld in York University's sole discretion.
- i. Any applicable taxes are the responsibility of the winner.
- j. In order to be declared a winner, the selected Entrants will be required to swear an affidavit indicating eligibility and compliance with these Official Contest Rules. In the event that the winner has not yet reached the age of 18 years or the age of majority in the winner's province or territory of residence, then the selected Entrant's parent/legal guardian must sign the affidavit to confirm compliance and consent with these Official Contest Rules and to accept the prize on behalf of the minor, and provide a release and indemnity pursuant to Subsection 5(d) below.

## **5. Conditions of Participation**

By participating in this Contest, you agree:

- a. to be bound by these Official Contest Rules and the decisions of the Organizer, whose decisions are final;
- b. to the use of your name, likeness, voice, image, recording, video footage and statements in connection with this Contest and the promotion and exploitation thereof;
- c. that if selected as a winner, you give York University and its agents the right to publish or broadcast your name, likeness, voice, image, recording, video footage or statements for editorial, promotional, advertising and publicity purposes, without compensation other than the value of the prize offered; and
- d. to release and indemnify and hold harmless York University, its advertising and promotional agencies, the prize suppliers, and all their respective officers, directors, employees, owners, agents, contractors, representatives, successors and assigns from any liability in connection with or arising out of this Contest, the awarding of the prize, the use of any personal information or the use of merchandise purchased in relation to winning a prize.
- e. Without limiting the generality of the foregoing, the Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused or provided by Contest entrants, Contest website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries, (b) any theft, destruction, or unauthorized access to, or alteration of, Entries or the Contest website, (c) any problems with, or technical malfunctions of, telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs, (d) any failure of the website during the Contest, (e) any failure of any entry to be received for any reason including, but not limited to, technical problems, internet traffic, or any combination thereof, (f) any damage to an entrant's or any other person's computer related to or resulting from participating in the Contest or downloading or accessing materials related to the Contest, (g) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, (h) technical, pictorial, typographical or editorial errors or omissions contained herein, (i) anyone being incorrectly and/or mistakenly identified as a Prize Winner and/or (f) any combination of the above.

## **6. Termination**

York University also reserves the right, without prior notice, and at any time, to terminate the Contest, in whole or in part or modify, suspend or extend the Contest in any way.

## **7. General Provisions**

- a. The invalidity or unenforceability of any provision of these Official Contest Rules does not affect the validity or enforceability of any other provision.
- b. This Contest and these Official Contest Rules are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- c. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or Prize claims that are late, fraudulent or delayed will be void. All decisions of York University with respect to all aspects of the Contest are final and binding on all entrants without any right of appeal. York University's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision.
- d. York University reserves the right to cancel, suspend, withdraw, or amend the Contest or Rules in any way, without prior notice or obligations, in the event of an error, technical problem, computer virus, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the control of York University that interferes with the conduct of the Contest.
- e. Should the Contest be terminated prior to the stated expiration date, the Organizer shall, to the extent possible, award any remaining prizes in a fair and equitable manner, determined in its discretion, among the eligible entries received that are unaffected by the problem.
- f. York University reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to York University) for the purposes of verifying the entrant's eligibility, the legitimacy of any entry, and/or a Prize claim, or for any other reason York University deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with the Contest Rules or awarding any of the Prize.

## **8. Privacy Notice**

Personal information in connection with the Contest is collected under the authority of *The York University Act, 1965* and will be used for the administration of the Contest and related purposes. If you have any questions about the collection of personal information by York University, please contact Sasha Smith, York University, 4700 Keele Street, Toronto, ON M3J 1P3, tel. 416-371-3978.

## **9. Limitation of Liability**

The Contest is not associated to, run by, or sponsored by Instagram, Facebook, LinkedIn or Twitter. By participating in the Contest, Entrant provides information to the Organizer and not to Instagram, Facebook, LinkedIn or Twitter. By accepting these Rules you release Instagram, Facebook, LinkedIn, and Twitter of all responsibilities.