

Why CNA? Contest

Contest Rules

1. Eligibility

The **Why CNA?** contest (the “Contest”) is open only to current students of College of the North Atlantic (“CNA”) in Newfoundland and Labrador. To participate in the contest, you must be a natural person (i.e., not a corporate entity); have reached the legal age of majority in your jurisdiction of residence at the time of entry into the Contest or have reached the minimum age of 15 and have parental consent to enter this contest; and, have complied with the Contest rules as provided herein (the “Rules”). All staff from the Marketing, Communications and Recruitment department of CNA are excluded (as is anyone living in the same household).

2. Entry

Contest entries will only be accepted online by submitting a video via Capsule at: www.cna.nl.ca/orientation. This contest runs from **9:00 a.m. Tuesday, September 7, 2021** until **4:00 p.m. Friday, October 1, 2021**. Uploading a video will qualify as entries for the duration of the contest period only. No purchase necessary to enter or win. Entrants may be invited to consent to receive promotional emails from CNA. Providing consent to receive promotional emails is not a requirement to participate in the Contest. Entrants are responsible for the cost of their connection to the Contest website via the Internet. CNA does not guarantee continuous, uninterrupted or secure access to the Contest website.

By entering the Contest, each entrant agrees to be bound by the Rules. 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 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. Entries that are late, lost, incomprehensible, misdirected, contain an erroneous phone and/or email address or that do not otherwise conform to the Rules may be disqualified by CNA. The Released Parties (defined below) are not responsible for, and accept no liability whatsoever in relation to, any lost, late, misdirected, damaged, incomplete, invalid or illegible Entries (all of which are void). Proof of entry submission does not constitute proof of receipt by CNA.

Videos submitted to this Contest may be identified and used in future promotional materials of CNA’s Marketing, Communications & Recruitment department beyond the scope of this Contest. If this is the case, the Entrant will be contacted via email by a representative of this department prior to use.

3. Prizes

There is one prize (the “Prize”) consisting of one (1) prize pack of CNA merchandise. The Prize is available to be won by one (1) single Prize winner (a “Prize Winner”). The approximate cash value of the Prize is \$250 CAD. The Prize will be distributed within 60 calendar days after the Prize Winners has been successfully notified of their Prize and fulfilled the requirements set out herein. The Prize must be accepted as awarded and is not transferable, substitutable, refundable, assignable or convertible to cash (except as may be specifically permitted by CNA in its sole and absolute discretion). CNA reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, a cash award. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any

of the Prize awarded in connection with the Contest. Any other costs or expenses, including taxes on any of the Prize, incurred by a Prize Winner in claiming or using their Prize, not expressly stated herein as being included in the Prize, will be the responsibility of the Prize Winner.

4. Prize Terms and Conditions

On **Monday, October 4, 2021**, one (1) entrant will be selected by a random draw from all eligible Entries received during the Contest period. The selected entrants will be notified by CNA, or its agents, by telephone or email no later than **24 HOURS AFTER DRAW TIME** and must respond within seven calendar days of notification. If the selected entrants cannot be contacted using the information provided on the entry email, within a reasonable time (as determined by CNA), they will be deemed to have refused to agree to accept the Prize as established by these Rules. If the selected entrants fail to comply with any of the requirements herein, or otherwise fails to comply with the Rules, they will be disqualified and will not receive a Prize and another entrant may be selected in CNA's sole discretion. CNA is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or of CNA to receive a selected entrant's response. Chances of winning depend on the number of eligible entries received. The selected entrants must agree to accept the Grand Prize as established by these Rules, or further random draws will be held until a winner is determined.

5. Publicity

By accepting a prize, all prize winners grant CNA permission to announce their names as the winners and to use their names and/or photographs for advertising and publicity purposes without additional compensation.

7. Social Media Release

The **Why CNA?** contest is sponsored and operated by CNA. Although accessible through CNA's Facebook page, Twitter profile, LinkedIn account, or Instagram post(s), the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, LinkedIn or Instagram. Facebook, Twitter, LinkedIn and Instagram are each completely released of all liability by each entrant in this Contest. Any questions, comments, or complaints regarding the Contest must be directed to CNA and not Facebook, Twitter, LinkedIn or Instagram. The information you provide will only be used for Contest administration.

8. Limitation of Liability

By entering this Contest, entrants agree that CNA (including its stakeholders, subsidiaries, affiliates, directors, officers, employees and agents; collectively, the "Released Parties") will not be liable for any loss or damage of any kind arising from, or in connection with, this Contest or any prize(s) won. 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,
- (j) any combination of the above.

9. General

This Contest is subject to all federal, provincial, and municipal laws and regulations applicable in Canada. This Contest is void where prohibited or otherwise restricted by law. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations of the participants, CNA or any of the other Released Parties in connection with the Contest shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador 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.

Residents of Quebec: Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux ("RACJ") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the RACJ only for the purpose of helping the parties reach a settlement. For all other Entrants, any litigation must be initiated in the Province of Newfoundland and Labrador, Canada.

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 CNA with respect to all aspects of the Contest are final and binding on all entrants without any right of appeal. CNA'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.

CNA 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 CNA that interferes with the conduct of the Contest. Any change to the Rules will be posted at www.cna.nl.ca/orientation.

CNA reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to CNA) for the purposes of verifying the entrant's eligibility, the legitimacy of any entry, and/or a Prize claim, or for any other reason CNA 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.

9. Privacy

CNA is an educational public body of the Government of Newfoundland and Labrador. CNA is, therefore, subject to the *Access to Information and Protection of Privacy Act, 2015* (ATIPPA). CNA is collecting your personal information for the purpose of accepting your entry into this Contest. This information may be used as part of our Alumni engagement initiatives. This personal information is collected under the

authority of the *College Act, 1996*. All personal information will be stored in accordance with our normal network and information security measures. Personal information will only be disclosed as required by law. For further information about the collection and use of this information, please contact CNA's Marketing, Communications and Recruitment department at (709) 643-7931. For more information about the ATIPPA, please visit www.cna.nl.ca/about/atippa.asp.