



Alberta on the Plate
Alberta on the Plate Instagram Contest Rules & Regulations

Contest Period

1. Alberta on the Plate Instagram Contest (the "Contest") starts at 11:00:00 a.m. on Friday, August 9, 2019 (the "Contest Start Date") and ends at 11:59 pm on Sunday, August 18, 2019 (the "Contest Period"). All times listed are in Mountain Standard Time ("MST").

Eligibility

2. The Contest is open to all legal residents of Alberta, who are over the age of 18 (the "Entrant") at the Contest Start Date. The Contest is not open to employees of the Alberta on the Plate (the "Sponsor") its parent and affiliated companies, representatives, dealers and agents, contest suppliers and judges, those with whom they are domiciled and members of their immediate families regardless of where they reside. For these rules, "immediate family" means mother, father, sister, brother, son, daughter and spouse.

How to Enter

3. No Purchase Necessary. To participate in the Contest, you must have an Instagram account and proceed as follows. Download Instagram for iPhone or iPad from the App store or for Android from Google Play. Follow the instructions on how to create your account. There are no fees associated with the creation of an Instagram account. Once you have created your account, follow @abontheplate on Instagram.
4. The photo must be a photo taken of a dining or beverage experience at a participating #abplate restaurant.
5. To enter, post a photo on your Instagram feed during the Contest Period and include a brief description, the hashtag #abplate, either hashtag #YYC and/or #YEG, and tag @abontheplate and the applicable participating restaurant (for example, a complete entry would be 1 photo tagged with @abontheplate @rougerestaurant (with a sample description) #abplate #yyc) to receive one (1) entry into the draw. All photos posted are eligible to win. There is no maximum number of entries. Each photo entry must comply with the Photo Entry Rules set out below. **All entries from eligible entrants posted during the Contest Period will be entered into a random draw for the prizes.** Only eligible entries can be confirmed winners.

Photo Entry Rules

6. Your photo entry must:
 - a. be posted directly to your Instagram feed and include the designated hashtags (#abplate, and #YYC and/or #YEG), a description, and tag @abontheplate and the applicable participating restaurant;



- b. be your original creation, and be a photograph taken solely by you. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as your original creation;
 - c. be a photo that represents a dining (or beverage) experience from a restaurant participating in Alberta on the Plate 2019;
 - d. not violate the rights of any third party, including, but not limited to copyright. For example, your photo entry must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights;
 - e. not have been published previously, used commercially, submitted to another competition or contest, or won any other award;
 - f. be in "good taste" and in keeping Alberta on the Plate's (and participating businesses) brand image and must not be explicit or offensive, as determined by the Alberta on the Plate, in its sole and absolute discretion;
 - g. not contain any commercial content that promotes any product or service;
 - h. not be false, inaccurate or misleading;
 - i. not violate any law or regulation;
 - j. not be libelous, threatening or harassing;
 - k. not instigate others to commit illegal activities or violate human rights; and
 - l. not contain any viruses, worms, or other interfering computer programming.
7. You must warrant that your photo entry meets the Photo Entry Rules, set out above. The Alberta on the Plate reserves the right to deem ineligible and exclude from the Contest any photo entry that the Alberta on the Plate, in its sole and absolute discretion, determines does not meet the Photo Entry Rules.
8. Your right to submit a photo entry must not be restricted in any way. You must be able to provide legal releases for use of your photo entry by Alberta on the Plate in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work ("Third Party Elements") included in your photo entry. All Instagram photos or tweets posted using the hashtags associated with this contest, as well as similar derivatives of the hashtags, will be pulled into the Sponsor's website, and may be reposted in their various social media accounts. Hashtags considered to be associated with this contest include: #abplate, #abontheplate, #albertaplate, #albertaontheplate.
9. The Sponsor's right to use photo entry: You acknowledge that your photo entries will immediately appear in your Instagram feed after they are posted and may appear in other electronic and print materials related to the Contest, including promotional materials. By posting a photo using the designated contest hashtag and @abontheplate's username, you irrevocably, perpetually, and without limitation, grant the Alberta on the Plate the right to use, publish, adapt, sub---license, edit, dispose of, and/or modify such photo entry and the concepts and Third Party Elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Contest, and waive all your rights, including moral rights, in the photo entry, without notice or compensation,



and agree that you may be required to sign a release to that effect.

10. You acknowledge that the Alberta on the Plate may share your photo within its website, consumer emails, Facebook account, Twitter account, or Instagram feed for the purposes of promoting Alberta's restaurant and culinary businesses within.
11. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple Instagram accounts, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Indigo. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void. All entries become the property of Alberta on the Plate upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.

Grand Prizes ("Dine Around Gift Certificates")

12. There will be two (2) Grand Prizes of Dine Around Gift Certificates for Alberta on the Plate participating restaurants, one for those using #YYC and one for #YEG. Grand Prizes each include five (5) x \$50.00 CAD gift certificates for local area participating restaurants.
13. Local areas defined as: #YYC – Calgary, Medicine Hat, Lethbridge, Canmore; #YEG – Edmonton, Jasper, St Paul, Red Deer, Lacombe.
14. All gift certificates will be provided to the qualified winner all at the same time to the winner.
15. The Grand Prize winners will be randomly selected from all eligible photos submitted during the Contest Period.
16. Each Grand prize has a retail value of \$250.00 CAD.
17. The Prize must be accepted as awarded, is non-refundable, non-transferrable, cannot be replaced if lost or stolen, and is not convertible to cash. The Sponsor reserves the right, in its sole discretion, to substitute a Prize for a prize of equal or greater value if the Prize cannot be awarded as described for any reason.
18. Odds of winning depend on the total number of eligible entries received during the Contest Period.
19. Any additional costs incurred at the restaurant or venue are the sole responsibility of the winner (i.e. the cost of any items above the value of the gift certificate).



Random Draws

20. One (1) random Secondary Prize draw selecting one (1) potential winner for #YYC, will be conducted on Wednesday, August 21, 2019 at 12:00pm MST in Calgary, Alberta by way of a Random Draw, of the eligible entries submitted by the deadline.
21. One (1) random Grand Prize draw selecting one (1) potential winner for #YEG, will be conducted on Wednesday, August 21, 2019 at 12:30pm MST in Calgary, Alberta by way of a Random Draw, of the eligible entries submitted by the deadline.

Winner Verification & Publicity/Liability Release

22. Selected Entrants will be announced via the @abontheplate Instagram feed in the 24 hours immediately following the random draw. Winner will be contacted via Instagram Direct Messaging and the winning entrants will be required to contact the Alberta on the Plate via the email address provided. Selected Entrants have until midnight the following business day to email Alberta on the Plate and Selected Entrants must satisfy the requirements of Rules as outlined below. If an email is not received from a Selected Entrant within the prescribed time, the Prize may be forfeited and awarded to an alternate Entrant.
23. To be confirmed a Winner, a Selected Entrant must:
 - i. be eligible and in compliance with these Official Rules;
 - ii. correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical, skill testing question to be administered by telephone at a pre-arranged, mutually convenient time; and
 - iii. sign and return **by email** to info@albertaontheplate.com within two (2) business days of delivery, an Affidavit of Eligibility and Liability/Publicity Release ("Declaration and Release document") releasing the Sponsor, its subsidiaries, affiliates and advertising and promotional agencies, from any liability, losses, damages and expenses which may be suffered or incurred in connection with this Contest or the Prizes.

Conduct and Limitation of Liability

24. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant they find to be: (a) violating these Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) acting in an unsportsman-like or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any attempt by an Entrant or any other individual to undermine the legitimate operation of the Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.
25. Sponsor takes no responsibility for typographical errors or other production errors, including but not limited to, in any photos or comments posted on the @abontheplate Instagram profile feed and in any advertising.
26. By accepting a Prize, each declared Winner consents to the use of his/her Instagram photo entry, user name, first name, statements, city of residence and/or photograph or other



likeness in any advertising or promotional activities carried out in any medium by the Sponsor and/or its advertising agencies, without further notice or compensation.

27. Entrants release and hold harmless the Sponsor, its parent and affiliated companies, advertising and promotional agencies, and all of its directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the "Releasees") from any liability in connection with this Contest or the awarding of a Prize.
28. Further, Sponsor and the Releasees are not responsible for any errors or omissions in the advertising of this Contest. Sponsor and the Releasees assume no responsibility for failure of the internet or the website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion.

General

29. This Contest will be run in accordance with these Official Rules, subject to amendment by Sponsor only. By entering, Entrants agree to abide by these rules and will be deemed to have received, read and understood them by participating in the Contest.
30. All entries become the permanent property of the Sponsor and none will be returned. This Contest is void where prohibited and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest is governed by the laws of the province of Alberta and the federal laws of Canada applicable therein.

Protection of Personal Information

31. Any personal information collected by Sponsor about Entrants is solely for the purpose of administering this Contest. No further communication will be received by Entrants unless Entrants provide Sponsor with permission to do. Please see Sponsor's Privacy Policy at <http://albertaontheplate.com/privacy/> for information on its policy towards maintaining the privacy and security of personal information.