



**Edmonton
Section**

Setting the Standard for Automation™

ISA Edmonton 2010 Exhibit & Conference Contest Rules

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ISA Edmonton Section

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ISA Exhibit & Conference Giveaway Contest

THE **ISA GIVEAWAY CONTEST** (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA (EXCLUDING QUEBEC) ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO CANADIAN LAW. The Contest is being conducted by the "International Society of Automation, Edmonton Section" ("ISA" or the "Sponsor"), in conjunction with the ISA Edmonton 2010 Exhibit and Conference.

IN ADDITION TO THE FOREGOING, THE CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY (EXCLUDING QUEBEC). DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF CANADA. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE AT THE AGE OF MAJORITY IN THEIR PROVINCE OF RESIDENCE OR OLDER AT TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES.

PRIZES:

Grand Prize: Edmonton Members only of the ISA shall be eligible to enter to win their choice of a Kawasaki Jet-Ski, retail value of \$12,757.50 (\$12,150 + \$607.50 GST), or a Polaris Ranger RZR, retail value of \$12,285.00 (\$11,700 + \$585.00 GST).

ISA Show Prizes:

Those Edmonton ISA Members not winning the Grand Prize, and all other ISA members and others who have entered the contest as specified herein, shall be eligible to enter to win the following additional prizes:

- Second Prize – Castrol Raceway Prize Pack, approximate retail value of \$800 (Open to ISA Members Only).
- Third Prize – SkyCaddie SG5, retail value of \$349.65 (\$333.00 + \$16.65 GST). (also open to entry by non-ISA members).
- Fourth Prize – iPod Touch 8GB, retail value \$210.00 (\$200 + \$10.00 GST) (also open to entry by non-ISA members).
- Fifth Prize – Two Spots in the 2010 ISA Edmonton Corporate Golf Tournament. (New Members Only)

Additional details below. Prizes will be available for pick up in Edmonton. Prize recipient is responsible for taxes, transportation not included in prize package(s), and any other costs incurred. Prizes must be accepted as awarded, are not transferable or convertible to cash. The Sponsors and Administrators reserve the right to substitute a prize or any component of a prize for one of equal or greater value if the stated prize or component is unavailable.

1. **ELIGIBILITY.** To be eligible for this Contest, in addition to the other requirements noted below, an individual must:
 - a. be a legal resident of Canada (excluding Quebec);
 - b. be of the age of majority in his/her province of residence or older at time of entry and have internet access. No participants under the age of majority may enter or be eligible to win prizes;
 - c. Employees and members of the Board of Directors of ISA Edmonton Section or other companies involved ("Sponsors"), their affiliates, subsidiaries, advertising and promotional agencies, and the household members or immediate family of any of the above, are not eligible to participate in the Contest. In these Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brothers, sisters, sons and

daughters, whether or not they reside in the same household. This Contest is void where prohibited by law.

2. **DEADLINES FOR ENTRY.** The Contest will be in effect at the ISA Edmonton 2010 Exhibit and Conference beginning at 10:00 am Mountain Standard Time ("MDT") on April 14, 2010 and ending at 3:00 pm on April 15, 2010 (the "Contest Period").
3. **HOW TO ENTER.** There is no purchase necessary to enter the Contest. Enter by filling out the entry form and dropping off with required information at the ISA Edmonton booth at the show. Submission of the registration form constitutes an "Entry" in the Contest if carried out in the following manner:

FOR THE GRAND PRIZE JET-SKI: Open to ISA Edmonton Members Only

- a. ISA Edmonton Section members can get an entry form by pre-registering for the show.
- b. ISA Edmonton Section members can get a further entry form by attending a technical conference that will be held at the ISA Edmonton 2010 Exhibit and Conference.
- c. ISA Edmonton Section members can get a further entry form by attending the show and visiting the ISA Booth.
- d. In all cases, proof of ISA Edmonton Section membership would be required.
- e. One entry per day is permitted for all of the foregoing means.
- f. Non-winning entries for the Grand Prize will be pooled with the Second Prize entries.

FOR THE SECOND PRIZE

- g. As above, but instead of being an ISA Edmonton Section member, this draw will be open to all ISA members, regardless of which section they belong to.
- h. One entry per day is permitted for all of the foregoing means.
- i. Non-winning entries for the Second Prize will be pooled with the Third Prize entries.

FOR THE THIRD & FOURTH PRIZE

- j. As above, but do not have to be an ISA Member.
- k. One entry per day is permitted for all of the foregoing means.

FOR THE FIFTH PRIZE

- l. Drawn from a list of new ISA Members at ISA Edmonton 2010 Exhibit and Conference.
- m. One entry per person.

or

You may enter by making actual delivery of a 200-word essay on "What the ISA Membership Means to Me" to Attn: ISA Contest c/o ISA Edmonton Section, P.O. Box 190 Station Main, Edmonton, Alberta Canada, T5J 2J1. The submission must be received within the Contest Period, and must be presented at the ISA Edmonton 2010 Exhibit and Conference prior to the end of the Contest Period.

- n. One entry per day is permitted. All Entries must be submitted no later than the end of the Contest Period. All Entries become the property of the Sponsors and none will be returned. Entries will only be accepted at the ISA Edmonton 2010 Exhibit and Conference or by permitted alternative means of entry. Illegible, incomplete, late or garbled Entries will be disqualified. No Entries will be accepted by any other means, including but not limited to regular postal mail.
- o. No mechanically or electronically reproduced entries will be accepted. Potential winners may be requested to provide Sponsors with proof of identification, ISA membership or otherwise demonstrate eligibility (address and birth date).

4. **FINALISTS [AND WINNER] SELECTION.**

The Winners shall be selected as follows:

- a. On **April 15th, 2010** in **Edmonton, Alberta** at 3:00 pm MDT ISA Edmonton 2010 Exhibit and Conference, **one (1) Winner** ("Winner") for each prize will be selected by a random draw from all eligible **Entries** received. Each Entrant shall be eligible to win only one Prize, and in the event of multiple entries by a person, upon selection for a prize that person shall be disqualified if again selected in respect of any additional prizes.
- b. The Grand Prize will be the first prize draw held, in respect of which only duly entered Edmonton member of ISA shall be eligible to win. The remaining ballots from the Edmonton Members will then be placed in the draw for the second prize, and after the draw for the second prize, all remaining ballots will then be put in for the Third Prize and Fourth Prize draws.
- c. The Fifth Prize will be drawn from a list of new ISA Members who became members at ISA Edmonton 2010 Exhibit and Conference.
- d. At the sole election of the Sponsor, one or more alternative winners may also be selected for each prize (to receive the prizes in the event that the primary winner cannot be contacted, or does not accept their prizes), in which case those alternatives shall have their ballot re-inserted for consideration for the following draws. Should an alternative win a following draw, they shall be eligible to receive that subsequent prize only if the winner of the preceding prize is verified a winner and in fact collects that preceding prize.
- e. The odds of being selected as a Winner are dependent upon the number of eligible entries received. **Winners** will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call, and to comply with all the Contest Rules. The prizes are not transferable or convertible to cash and must be accepted exactly as awarded.
- f. If for any reason the ISA Edmonton 2010 Exhibit and Conference is cancelled or does not occur, at the sole election of the ISA Edmonton Section it may choose to either terminate this Contest, or alternatively, amend the terms of the Contest and carry out a draw from the entries otherwise collected during the Contest Period. In such event, ISA Edmonton Section may modify or supplant these rules as it may deem appropriate in order to allow the Contest to proceed in such manner as the ISA Edmonton Section may determine appropriate in its sole discretion, and prizes shall be amended/awarded in such manner as determined by ISA Edmonton Section in its sole discretion.
- g. IF NOT PRESENT AT THE DRAW TO CLAIM THEIR PRIZE, THE SELECTED WINNER WILL BE NOTIFIED BY PHONE NO LATER THAN **APRIL 20, 2010** AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. The Winner will be attempted to be contacted twice on consecutive days, and no voicemail or other messages are required to be provided by ISA Edmonton Section. If not contacted by such means or the selected Winner does not strictly comply with the Contest Rules, he/she will be disqualified and will not receive a prize, and either the alternative winner will then be notified, or if not applicable, another Winner will be selected from either the original eligible pools of entries, or from the entire pool of entries for all prizes. If after three such attempts to determine a winner the Sponsor has not identified and contacted a winner, the Sponsor reserves the right to award the prize (or its cash equivalent) to the alternative winners selected, or upon failure to contact such alternatives, to a charity of their choice. The Sponsor is not responsible for the failure for any reason whatsoever of a selected Winner to receive notification or for the Sponsor to receive a selected Winner's response.

- h. Each selected Winner will be required to execute a legal agreement and release (“Release”) that confirms the Winner: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; and (iii) release of the Sponsor and their respective parent companies, subsidiaries, affiliates, employees directors, officers, suppliers, agents, sponsors and administrators from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or mis-use of any Prize including without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor the unrestricted right, in the Sponsor’s, collective or individual discretion, to publish without any further compensation the name, picture, portrait, likeness, audio-video recording, interview, voice and ideas and any web site dissemination or broadcast thereof of that entrant for advertising and promotional purposes. The executed Release must be returned within two (2) business days of the notification or the selected Entrant will be disqualified and any Prize forfeited.

5. PRIZES

- a. [Prizes are as noted above.](#)
- b. Prize will be distributed within **30** days after the prize winner has been successfully contacted and notified of their prize and has complied with all contest rules and requirements. The Prizes will be formally presented at the ISA Edmonton Section’s general meeting in May of 2010.
- c. The Prizes must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. In addition to the above, ISA Edmonton Section reserves the right, in their sole discretion, to substitute the Prizes for prizes of equal or greater value should all or part of a prize become unavailable for any reason.
- d. The Grand Prize winner must obtain valid insurance and registration in order to obtain possession of the vehicle. In the event that this has not be carried out within 15 days, the ISA may deem that entry and winner “void”, and choose another selected winner.

6. GENERAL CONDITIONS.

- a. All Entries become property of ISA Edmonton Section upon receipt and will not be returned and no correspondence will be entered into except with selected Entrants.
- b. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- c. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

- 7. **INDEMNIFICATION BY ENTRANTS.** By entering the Contest, entrant (a) releases and holds harmless ISA Edmonton Section and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injuries, loss or damage of any kind to the Applicant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from

acceptance, possession, use or misuse of any Prize, participation in this Contest, any breach of these Contest Rules, or in any prize-related activity; and (b) agrees to fully indemnify ISA Edmonton Section and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties relating to the Contest, without limitation.

- 8. LIMITATION OF LIABILITY / DISQUALIFICATION.** ISA Edmonton Section assumes no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies, or any Release or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry). ISA Edmonton Section is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. ISA Edmonton Section assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. ISA Edmonton Section is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion at the ISA Edmonton 2010 Exhibit and Conference, on the Internet, at any website, or on account of any combination of the foregoing. ISA is not responsible for any injury or damage to Entrants or to any computer related to or resulting from participating or downloading materials in this Contest. If the Contest cannot be conducted as planned for any reason, including reasons within or beyond the control of ISA Edmonton Section, ISA Edmonton Section reserves the right in their sole discretion to cancel, terminate, modify or suspend the Contest, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes whether within or beyond the control of ISA Edmonton Section which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, and ISA Edmonton Section reserves the right in their sole discretion to cancel, terminate, modify or suspend the Contest. Winners assume liability for injuries caused or claimed to be caused by participating in the contest, or by the acceptance, possession, use of, or failure to receive any prize.

ISA Edmonton Section in its sole discretion, may disqualify any entrant from participating in the contest, refuse to award prizes, and require the return of any prizes, if entrant engages in any conduct ISA Edmonton Section deems to be improper, unfair or otherwise adverse to the operation of the contest or detrimental to other entrants. Such improper conduct includes, but is not limited to, falsifying personal information required during contest registration or prize claim, violating any term or condition stated herein, accumulating entries or prizes through methods such as automated computer scripts or other programming techniques, allowing others to use the entrant's personal information for the purpose of accumulating entries or prizes, tampering with ISA Edmonton Section's administration of this promotion. Contestant further acknowledges that the forfeiture of prize(s) and/or return of any prize(s) shall in no way prevent ISA Edmonton Section from pursuing other avenue of recourse such as criminal or civil proceedings in connection with such conduct.

- 9. RELEASE / PRIVACY / USE OF APPLICANT INFORMATION.** By entering this Contest, Contestant agrees to (a) use of Contestant's personal information by the Sponsors for the purposes of administering the Contest and awarding prizes; (b) execute a Release as described in the these Contest Rules; and (c) the use by the Sponsors of the Contestant's personal and other information, in a manner consistent with the ISA Edmonton Section's [Privacy Policy](#). Contestant's personal information will not be provided to any third parties, other than as provided for in these Contest Rules. Entrants further grant the Sponsors the right to use and publish their proper name, city and province of residence, in broadcast, on the Contest Website and other websites in print, or any other media, in connection with the Contest duration. By accepting a prize, winner grants permission to the Sponsor to use his or her name, photograph, likeness,

voice, prize information and/or biographical information for publicity and promotional purposes without further compensation unless prohibited by law.

10. **WINNERS LIST.** The name of all Winners and their city of residence will be posted on the ISA Edmonton Section Website.
11. **INTELLECTUAL PROPERTY.** All intellectual property and all of the promotional materials, web pages and source code are owned by ISA Edmonton Section and/or their affiliates. All rights are reserved. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.
12. **LAWS.** These are official Contest Rules which will be governed by, construed under and enforced in accordance with the laws of the Province of Alberta and for the purposes of any legal action or proceedings in respect of this agreement, all parties to this agreement hereby irrevocably submit to the jurisdiction to the Courts of the Province of Alberta. This Contest is subject to federal, provincial and municipal laws and regulations. These Contest rules 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 Sponsor.
13. **FOR RESIDENTS OF QUEBEC:** This contest is not open to residents of Quebec.