

Dentons Purple Art Contest
OFFICIAL CONTEST RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

About the Contest:

- Create an artwork using the colour purple.
- Take a picture of your artwork and send to purpleart.alberta@dentons.com by November 14, 2021. To be eligible, entrants who are minors must submit a waiver. Contact marketing@youraga.ca for the waiver.
- Short-listed entrants will be notified on November 20, 2021 and **WILL BE REQUIRED** to bring at their own cost with no compensation their final completed artwork to the AGA on Thursday, November 25 between 9am and 6:45pm MST to be eligible to be declared a winner. The artwork must be prepared so the AGA can hang/display the artwork (i.e. it arrives with a hook, frame etc.) or if in a different format, a format that is easily displayed.

1. SPONSOR: The **Dentons Purple Art Contest** (the “Contest”) is sponsored by **Dentons** (the “Sponsor”) as part of the Art Gallery of Alberta’s (AGA) Annual Giving Campaign.

2. ELIGIBILITY: The Contest is open to all ages and legal residents of Canada, excluding Quebec, with the exception of employees of the AGA or Sponsor. This includes their parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household. **By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules.** If the entrant is under the age of legal minority, a legal guardian must sign a waiver and permission from to agree to be bound by the Contest Rules on behalf of the minor entrant and grant the minor entrant permission to participate in the Dentons Purple Art Contest as per the terms outlined. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the AGA or Sponsor, in their sole discretion.

3. CONTEST DATES AND TIMES: The Contest begins on October 1, 2021 and ends on November 15, 2021 at **11:59pm MST** (the “Contest End Date”) after which time the Contest will be closed and no further entries shall be accepted.

4. HOW TO ENTER: Submit a jpg, TIFF or png file of your artwork by email to purpleart.alberta@dentons.com. File size may not exceed 2MB and no other forms of entry will be eligible. For this Contest receipt of an Internet entry occurs when Sponsor's or AGA's servers record the entry information. There is no limit on entries i.e. a person may submit more than one artwork entry. The AGA and Sponsor are not liable or accountable for any technical issues.

Entries that contain profanity, racist, offensive or hateful subject matter will be disqualified. Late, plagiarized, stolen, illegible, damaged, garbled or incomplete, images, files and emails will be void/disqualified. By entering Entrants grant the AGA and Sponsor a non-exclusive license to use all entries with no compensation or remuneration of any kind, for any purpose. Entrants understand and consent that by entering the contest their artwork and or its image and likeness may be used without compensation or prior approval.

5. **CONTEST PRIZES:** There is a total of \$500 to be won in prize money courtesy of Dentons. This may be awarded to one grand prizewinner (\$500), a grand prize winner and runner up (\$350 and \$150) or first, second and third (\$300, \$150, \$50 respectively). The sponsor and the AGA reserve the right to alter the amounts paid but total prize money will remain \$500.00. All sums are in Canadian currency and will be paid by cheque in person at the AGA.

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. Prizes must be accepted as awarded and have no other cash value. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers.

The AGA and Sponsor reserve the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award. The AGA and Sponsor reserve the right not to award all three prizes if eligible submissions are not obtained by contest end date and in compliance with the above terms.

6. **ODDS OF WINNING:** The odds of winning depend on the number of eligible entries received before the Contest End Date.

7. **SKILL TESTING QUESTION:** Selected Entrants will be required, as a condition to winning a Prize, to correctly answer, without assistance of any kind, the AGA's and Sponsor's time-limited, mathematical skill-testing question to be administered by phone or in-person at the AGA.

8. **WINNER SELECTION AND CONFIRMATION:** On November 22 short listed artists (selected by an independent jury) will be announced on the AGA communications channels youraga.ca and [@youraga](https://twitter.com/youraga). The winner or winners will be selected by public vote and announced no later than December 1, 2021. The Selected Entrant(s) will be deemed a winner(s) if they meet all of the eligibility criteria set out in these Contest Rules and notified by email, to the email used to enter the contest. If a Selected Entrant does not meet the eligibility criteria, he/she/they will be disqualified and will not receive a prize. The AGA and Sponsor reserve the right to select, or not select, another winner from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the skill-testing question; (ii) sign and return the Liability/Publicity Release form; and (iii) comply with all other Contest Rules, all in the sole discretion of the AGA and Sponsor. The artwork may or may not be displayed in the AGA Community Gallery or ShopAGA and the Sponsor and AGA are not responsible for any damage to the artwork during transport or potential display.

The AGA and Sponsor are not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or, if applicable for entry, social media handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

9. **RELEASE AND INDEMNIFICATION:** The winner(s) must sign the Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the AGA and Sponsor, from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto. This includes the AGA and Sponsor departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties"). Also the use of the Entry by the AGA and Sponsor, suit, debt, covenant, contract, including legal fees and

expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor and AGA.

The Sponsor and AGA is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by AGA and Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

10. OTHER CONDITIONS: The Sponsor and AGA reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor and AGA reserves the right to cancel the Contest or select the winner by alternate means.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, social media handles, comments and image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the **Alberta** including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in **Edmonton, Alberta**.

Rule amendments: The AGA and Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the AGA and Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the AGA and Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited.

The AGA and Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.

For questions on this contest or contest rules, please contact skye.barnes@youraga.ca