

NMC Beyond Backstage Prize Draws

Official Terms and Conditions

Entrants into the Prize Draws shall be deemed to have accepted the following Terms and Conditions:

Contest Period:

1. The NMC Beyond Backstage Early Bird Prize contest (the “Early Bird Prize Contest”) begins at **12:00:01 a.m. Mountain Standard Time (“MST”) on October 9, 2019** and ends at **11:59:59 p.m. MST on October 16, 2019** (the “Early Bird Prize Contest Period”).
2. The NMC Beyond Backstage Grand Prize contest (the “Grand Prize Contest”) begins at **12:00:01 a.m. Mountain Standard Time (“MST”) on October 9, 2019** and ends at **11:59:59 p.m. MST on October 23, 2019** (the “Grand Prize Contest Period”).

Eligibility:

3. The Early Bird Prize Contest is open to entrants who provide their name, address, phone number and email address to the National Music Centre (“NMC”) within the Early Bird Prize Contest Period and are aged 18 or over. No donation or purchase necessary for entry. There is no entry fee associated with Prize Draws.
4. The Grand Prize Contest is open to entrants who provide their name, address, phone number and email address to the National Music Centre (“NMC”) within the Grand Prize Contest Period and are aged 18 or over. No donation or purchase necessary for entry. There is no entry fee associated with Prize Draws.
5. Officers, directors, employees, agents and representatives of the Sponsor, NMC, and spouses or households (whether or not related) of such officers, directors, employees, agents and representatives are not eligible to enter or win the Early Bird Prize Contest nor the Grand Prize Contest. Volunteers of NMC are eligible to enter and win the Early Bird Prize Contest and the Grand Prize Contest.
6. Entries received between:
 - **12:00:01 a.m. MST on October 9, 2019 and 11:59:59 p.m. MST on October 16, 2019** (Early Bird Prize Contest Period) will be entered into the Early Bird Prize Contest Draw.
 - **12:00:01 a.m. MST on October 9, 2019 and 11:59:59 p.m. MST on October 24, 2019** (Grand Prize Contest Period) will be entered into the Grand Prize Contest Draw.

Prizes:

7. There are two (2) prize bundles (the “Early Bird Prize” and “Grand Prize”) available to be won during the Contest, consisting of:

Early Bird Prize:

- 2 tickets to NMC: ON After Hours on November 15, 2019
- 2 tickets to Alberta Spotlight: Copperhead on November 22, 2019
- 2 tickets to Alberta Spotlight: Mariel Buckley on December 12, 2019
- 2 passes to Calgary Folk Music Festival’s Block Heater Festival in February 2020

Approximate retail value of the Early Bird Prize is \$264 CAD.

Grand Prize:

- 2 tickets to the 2019 Canadian Music Hall of Fame Induction Ceremony and reception on October 27, 2019.
- A dual Acoustic Level Membership to Calgary Folk Music Festival’s Insiders’ Club
- A private RSM listening party for 15 people
- A private behind-the-scenes tour of Studio Bell for 10 people

Approximate retail value of the Early Bird Prize is \$2,520 CAD.

The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if the Prize, or part thereof, cannot be awarded as described for any reason. Sponsor will not replace any lost or stolen prizes. Any other costs or expenses associated with the Prize not specified herein will be the responsibility of the selected winner.

Selecting Prize Draw Winner:

8. On or about October 17, 2019 at the Sponsor’s office located at Suite 300, 851 4th St S.E., Calgary, Alberta, T2G 1R1 at 10:00 a.m. MST, a random draw will be conducted from among all eligible entries received during the Early Bird Prize Contest Period for the purpose of selecting an Early Bird Prize winner. Odds of being selected depend on the number of eligible entries received during the Early Bird Prize Contest Period.
9. On or about October 24, 2019 at the Sponsor’s office located at Suite 300, 851 4th St S.E., Calgary, Alberta, T2G 1R1 at 10:00 a.m. MST, a random draw will be conducted from among all eligible entries received during the Grand Prize Contest Period for the purpose of selecting a Grand Prize winner. Odds of being selected depend on the number of eligible entries received during the Grand Prize Contest Period.

10. Prize Claim Conditions

In order to be declared a winner, the selected entrant must: (i) respond to notification of selection (and provide the Sponsor with the selected entrant’s email address) within forty-eight

(48) hours of first attempt by Sponsor; (ii) correctly answer, unassisted, a time-limited mathematical skill-testing question by email; (iii) sign and return to Sponsor, within two (2) business days of it being sent by Sponsor, a written declaration and release form, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the “Release”); and, (iv) otherwise comply with these Official Rules. Return of the Prize, or any part thereof, or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within two (2) business days of first attempt by Sponsor or Sponsor’s agent, failure to provide a valid email address, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Terms and Conditions may result in disqualification, forfeiture of the Prize, or part thereof, and, at Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited Prize, or part thereof, in accordance with these Official Terms and Conditions, who will be subject to disqualification in the same manner.

11. Right to Void/Terminate/Suspend/Modify

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor’s sole discretion, any factor or event arises that could interfere with the proper conduct, administration, security or impartiality of the Contest as contemplated by these Official Terms and Conditions. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Terms and Conditions; and/or (c) award the Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, the Contest Website and/or the Sponsor Websites (pages and web properties of nmc.ca and studiobell.ca), violates the Official Terms and Conditions, or acts with intent to annoy, abuse, threaten or harass any other person.

12. Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE PROMOTION ENTITIES, INC. HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. FURTHER, BY PARTICIPATING

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Without limiting the foregoing, the Promotion Entities, any of the Sponsor's suppliers or contractors shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, Sponsor 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 processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail or any contest entry to be received by or from the Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation in this Contest or in connection with the Contest Website or the Sponsor Website; or (h) any failure of the entry, draw or other Contest process.

13. Protection of Personal Information

Unless otherwise authorized by the entrant, any personal information provided by the entrant when they enter the Contest will be used solely by the Sponsor and its authorized agents for the purposes of administering the Contest and prize fulfillment. When entering the Contest, however, the entrant may give their express, opt-in consent to receive electronic messages from the Sponsor.

14. Publicity

By entering the Contest, the winner authorizes the Sponsor to use, in any media (including the Internet) in perpetuity, their name, photograph, likeness, voice, place of residence and/or statement regarding the Prize for publicity and advertising purposes, without any compensation.

15. General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that the Promotion Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of

merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. The Sponsor is not responsible for lost, misdirected or delayed entries. Entrants agree to abide by these Official Terms and Conditions. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Sponsor's failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Terms and Conditions shall not affect the validity or enforceability of any other provision. If any provision of the Official Terms and Conditions is determined to be invalid or otherwise unenforceable, then the Official Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof.

16. Interpretation

In the event of any discrepancy or inconsistency between the provisions of the Contest Terms and Conditions and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or radio, television, print, outdoor or online advertising, the provisions of the Contest Terms and Conditions shall prevail and govern. The headings of the sections of the Contest Terms and Conditions are for convenience of reference only and shall not affect the interpretation of the Contest Terms and Conditions.

17. Governing Law

This Contest is governed by the law of Canada. Each entrant agrees, to the extent permitted by law, that any judicial proceedings relating to any disputes, claims or causes of action arising out of or in connection with the Contest shall take place in a provincial court within Alberta.