



## **GO PAPERLESS CONTEST**

### **CONTEST RULES:**

**This Contest is open to Alberta residents only and is governed by Canadian law.**

#### **1. CONTEST PERIOD**

1.1 The City of Calgary, Assessment & Tax ("Assessment & Tax") Go Paperless Contest (the "Contest") will start at 12:00:00 p.m. Mountain Standard Time ("MST") on January 1st, 2023 and end at 11:59:59 p.m. Mountain Daylight Time ("MDT") on March 31, 2023 (the "Contest Period").

#### **2. ELIGIBILITY**

2.1 The Contest is open to residents of Alberta who at the time of entry:

- (i) are 18 years of age or older;
- (ii) comply with the Contest Rules;
- (iii) are a Verified Assessment Search account holder; and
- (iv) are not identified below as individuals who are not eligible to enter the Contest ("Eligible Entrants").

2.2 For the purpose of the Contest Rules, a "Verified Assessment Search account holder" means an individual who:

- (i) has an active City of Calgary myID account required to enter secure access login on Assessment Search at [calgary.ca/assessmentsearch](https://calgary.ca/assessmentsearch);
- (ii) has a valid email address associated with their myID account; and
- (iii) has linked their Assessment Search account to an assessment roll number.

2.3 The following individuals are not eligible to enter the Contest:

- (i) employees, agents and representatives of Assessment & Tax;
- (ii) General Managers and Directors of The City of Calgary ("The City");
- (iii) The City's Mayor, Councillors and affiliated staff;
- (iv) other individuals directly involved in the administration of the Contest;
- (v) individuals who reside with or who are members of the immediate family of any of the individuals specified in (i) through (iv); and
- (vi) for the purpose of the Contest Rules, "immediate family" means a parent, sibling, child, or spouse (whether common law or otherwise).

2.4 All entries are subject to verification by The City at any time. The City reserves the right, in its sole and absolute discretion, to require from any entrant at any time for the purposes of the Contest proof of identity and/or eligibility in a form acceptable to The City, including, without limitation, government issued photo identification.



Entrants who do not provide such proof in a timely manner and to The City's satisfaction in its sole and absolute discretion or do not otherwise prove identity and/or eligibility to the satisfaction of The City in its sole and absolute discretion will be disqualified from the Contest.

### **3. HOW TO ENTER**

3.1 No purchase is necessary, but entries must be received by The City within the Contest Period and must be in accordance with one of the following two methods.

#### Online Entry

3.2 If an Eligible Entrant has already signed up to receive eNotices for their assessment(s), to enter the Contest using the Online Entry method, an Eligible Entrant must access and complete the Contest entry form using the link provided in the email notifying them that their 2023 assessment eNotice is available.

3.3 If an Eligible Entrant has not already signed up to receive eNotices for their assessment(s), to enter the Contest using the Online Entry method, an Eligible Entrant must sign up for eNotice by setting their Notice Preference Method to electronic. Once this has been done, an Eligible Entrant must access and complete the Contest entry form using the link provided in the email notifying them that they have successfully registered for eNotice.

3.4 An Eligible Entrant may only submit one entry for each roll number linked to their Verified Assessment Search account. If an Eligible Entrant has multiple roll numbers associated with their account, they may submit one entry into the Contest for each roll number.

3.5 If multiple Verified Assessment Search accounts are linked to a single roll number, the Notice Delivery Method must be electronic for that roll number or any entries submitted through the Online Entry method associated with the roll number will be deemed void if selected.

3.6 If an Eligible Entrant has entered the Contest through the Online Entry method, and at the time of the draw the Verified Assessment Search account has ceased to be linked to the roll number for which the entry was submitted due to sale of that property or for any other reason, that entry will be deemed void if selected.

#### Alternative Entry

3.7 To enter the Contest using the Alternative Entry method, an Eligible Entrant must not have submitted any entries to the Contest through the Online Entry method. Any entry submitted using the Alternative Entry method by an Eligible Entrant who has also submitted one or more entries to the Contest through the Online Entry method will be deemed void if selected.

3.8 To enter the Contest using the Alternative Entry method, an Eligible Entrant must mail a hand-written essay (minimum 500 words) on "How Assessment & Tax at The

City of Calgary provides property owners fair and equitable assessments annually” in accordance with these Contest Rules. The essay must also include the following information about the Eligible Entrant:

- (i) first and last name;
- (ii) property address;
- (iii) The City of Calgary myID username;
- (iv) assessment roll number linked to their Verified Assessment Search account; and
- (v) email address.

3.9 Each essay referred to in Section 3.8 above must:

- (i) be legible;
- (ii) be an original composition of the entrant, written for the purpose of this Contest;
- (iii) not have been previously published or submitted for this or any other Contest sponsored by The City;
- (iv) not infringe upon any person’s, entity’s or organization’s personal or proprietary rights, including but not limited to, intellectual property rights;
- (v) not contain any content which, in the sole and absolute discretion of The City, is considered to be inappropriate, objectionable, offensive, illegal, hateful, discriminatory, or defamatory; and
- (vi) be considered, in the sole and absolute discretion of The City, to be in good taste and be consistent with The City’s corporate policies and image.

3.10 All entries submitted via the Alternative Entry method must:

- (i) be mailed via regular mail in a separate, hand-addressed envelope bearing sufficient postage and be addressed to Go Paperless Contest Assessment & Tax, P.O. Box 2100, Station M, Calgary, AB Canada T2P 2M5; and
- (ii) be received by The City no later than 11:59:59 p.m. MDT on March 31, 2023 (the “Contest Closing Date”).

3.11 Upon The City’s receipt of an Eligible Entrant’s entry via the Alternative Entry method in accordance with these Contest Rules, such Eligible Entrant will receive one entry into the Contest.

3.12 All other methods of entry are void. Any entry which is not submitted in accordance with one of the two specified methods or does not otherwise comply with these Contest Rules, including an entry received by The City after the Contest Closing Date, is void.

#### **4. ODDS OF WINNING**

4.1 For the purposes of the Contest Rules, “Eligible Entry” means an entry that has been submitted in accordance with the Contest Rules by an Eligible Entrant.

4.2 The odds of being selected in the draws depend upon the total number of Eligible Entries submitted before the deadline for that draw but not including Eligible Entries



that were selected in the previous draw or draws (if any) or any Eligible Entries that have been deemed void.

## **5. PRIZES**

5.1 There are twelve (12) prizes available to be won consisting of twelve (12) \$250 Pre-Paid Visa cards (the "Prizes"). Prizes must be accepted as awarded without substitution and they are not transferable. The City reserves the right, in its sole and absolute discretion, to substitute one or more Prizes in whole or in part with another prize or prizes of equal or greater value if any or all of the Prizes are unavailable or if one or more Prizes cannot be awarded as described for any other reason. If a winner is unable to redeem any or all of a Prize due to reasons beyond the control of The City and its employees, agents and representatives, no compensation or substitution prize will be awarded. Winners are solely responsible for any costs or expenses incurred in claiming or using their Prizes. All applicable taxes, including all federal, provincial, municipal, and other taxes are the sole responsibility of the winners. The winners are solely responsible for all other costs not expressly described herein.

## **6. CONTEST DRAWS**

6.1 An Eligible Entry will be selected for each of the Prizes by random computerized draw from among all Eligible Entries received before each draw date, not including Eligible Entries selected in previous draws, if any, as detailed below and any Eligible Entries that have been deemed void. Each draw will be conducted at the offices of Assessment & Tax located at 2924 11 street N.E. in Calgary. Entrants need not be present.

6.2 Four (4) Eligible Entries will be selected on each of the draw dates scheduled as follows:

- (i) on or about February 3, 2023, at approximately 10:00:00 a.m. (MST) for entries received by The City no later than 4 p.m. January 31, 2023 inclusive;
- (ii) on or about March 3, 2023, at approximately 10:00:00 a.m. (MST) for entries received by The City no later than 4 p.m. February 28, 2023 inclusive; and
- (iii) on or about April 5, 2023, at approximately 10:00:00 a.m. (MDT) for entries received by The City no later than 4 p.m. March 31, 2023 inclusive.

In the event that The City cannot hold the draw on the scheduled date, The City reserves the right to change the date, time and location for the draw in its sole and absolute discretion.

- 6.3 Non-selected Eligible Entries will be automatically carried forward to be included in the subsequent random draws for the Prizes. If at the time of a draw an Eligible Entrant whose Eligible Entry is selected is no longer a resident of Alberta, is no longer a Verified Assessment Search account holder, is an individual that is identified in the Contest Rules as not eligible to enter the Contest, or has not complied with the Contest Rules, the Eligible Entrant will be disqualified from the Contest and the Eligible Entry will be deemed void.
- 6.4 If an Eligible Entry that is selected is deemed void due to disqualification of the Eligible Entrant or for any other reasons specified in these Contest Rules, another Eligible Entry will be randomly selected from amongst the remaining Eligible Entries.

## **7. NOTIFICATION**

- 7.1 An Eligible Entrant whose Eligible Entry is selected will be contacted by email by an employee of Assessment & Tax on the date of the draw to notify them that they were selected and to arrange for administering the mathematical skill-testing question as described below. If an Eligible Entrant does not respond as directed by email within seven (7) calendar days of the draw date, or if there is a return of any notification as undeliverable, or if the Prize cannot be awarded in a timely manner for any other reason, then (i) the selected Eligible Entry will be deemed void and the Eligible Entrant will forfeit the Prize, and (ii) another Eligible Entry will be randomly selected from amongst the remaining Eligible Entries.

## **8. SELECTED ELIGIBLE ENTRANT VERIFICATION AND PRIZE CLAIM CONDITIONS**

- 8.1 In order to be declared a winner or win any Prize, an Eligible Entrant whose Eligible Entry is selected must:
- (i) without assistance or use of a mechanical or electronic aid, correctly answer a time-limited mathematical skill-testing question, to be administered, at the sole and absolute discretion of The City by telephone;
  - (ii) sign a declaration and release form (the "Release Form"), which (among other things) confirms:
    - (a) compliance with the Contest Rules;
    - (b) acceptance of the Prize as awarded without substitution;
    - (c) releasing The City, its affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability in connection with the Prize or the Contest; and
    - (d) agreeing to the publicity and use of the entrant's information as described in Section 11 below. The Release Form must be



completed within the time period specified on the Release Form;  
and

(iii) comply with the Contest Rules.

## **9. PRIZE DELIVERY**

9.1 Notwithstanding any other provision of the Contest Rules, The City or its representatives will, in its sole and absolute discretion, determine how the delivery of the Prize will occur and this may be either in a Prize presentation ceremony, Prize by mail or in person. Any costs or expenses associated with the Prize not specified herein, including but not limited to travel to/from the Prize presentation ceremony (if applicable) will be the responsibility of the winner. Delivering the Prize will fully satisfy any and all obligations that The City may have in connection with the awarding of any Prize.

## **10. FORFEITURE OF PRIZES**

10.1 If an Eligible Entrant whose Eligible Entry is selected (i) does not respond as directed to the notification email within seven (7) calendar days of the draw, (ii) fails to provide proof of identity, (iii) fails to correctly answer the mathematical skilltesting question, (iv) fails to return the properly executed Release Form within the specified time, or (v) is found to have violated the Contest Rules or otherwise does not meet all conditions of the Contest, the selected Eligible Entry will be deemed void, the Eligible Entrant will forfeit all rights to the Prize, and The City will randomly select another Eligible Entry from amongst the remaining Eligible Entries. This procedure will be followed until all Prizes have been awarded.

## **11. PROTECTION AND USE OF PERSONAL INFORMATION, CONSENT TO RECEIVE COMMUNICATIONS FROM THE CITY, PUBLICITY RELEASE**

11.1 Personal information provided by each entrant is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy Act (R.S.A. 2000, c. F-25) ("FOIP Act"). The personal information will be used and disclosed for the purposes set out in the Contest Rules. If you have any questions about the collection and use of your information, please contact the Customer Strategy Specialist at Assessment & Tax by phone at 403.268.2888, or by mail at The City of Calgary, Assessment & Tax (#8002), P.O. Box 2100 Station M, Calgary, AB T2P 2M5

11.2 By participating in the Contest, each entrant agrees and consents to The City and its employees, agents, and representatives, collecting, using and disclosing personal information submitted with their entry only for the purpose of administering the Contest and in accordance with The City's privacy policy ([calgary.ca/info-requests/privacy-policy.html](http://calgary.ca/info-requests/privacy-policy.html)), and the FOIP Act unless the entrant otherwise agrees in writing.



11.3 By participating in the Contest, each entrant agrees and consents to receiving emails from The City to inform the entrant of Contest information, upcoming events, and any other general notifications about the Contest.

11.4 Each winner consents to the collection, use and disclosure by The City and its employees, agents, and representatives of their name, city of residence, statements, essays, photographs, audio/video recordings and/or likeness in or for any related publicity or promotion carried out by or on behalf of The City in any manner, including print, broadcast or the Internet, without further notice or compensation (except where prohibited by law).

## **12. THE CITY'S INTELLECTUAL PROPERTY**

12.1 All intellectual property used by The City in connection with the promotion and/or administration of the Contest, including, without limitation, any and all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by The City and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

## **13. RIGHT TO SUSPEND, AMEND OR TERMINATE THE CONTEST**

13.1 The City reserves the right, in its sole and absolute discretion, to suspend, amend or terminate the Contest, in whole or in part, at any time and without notice or obligation or to amend the Contest Rules in any way if, in its sole and absolute discretion, The City determines that it is necessary as a result of any event which threatens the administration, security, fairness, integrity, or proper conduct of the Contest.

13.2 The City reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in the Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with the Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of The City, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in the Contest Rules, or for any other reason.

## **14. APPLICABLE LAWS AND DISPUTE RESOLUTION**

14.1 The Contest is subject to all applicable federal, provincial, and municipal laws and regulations. Any entries not complying with any applicable federal, provincial, and municipal laws or regulations will be considered to be null and void. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Contest Rules, or the rights and obligations of the entrant and The City in





connection with this Contest shall be governed by and construed in accordance with the laws of the Province of Alberta.

- 14.2 Each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, the Contest Rules or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceedings shall take place exclusively by the appropriate court of the Province of Alberta in Calgary, Alberta; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event shall lawyers' fees be included; and (iii) the entrant hereby waives all rights to claim and/or receive punitive, incidental, and/or consequential damages, and/or any other damages, other than for out-of-pocket expenses, and the entrant further waives the right to claim and/or receive any damages multiplied or otherwise increased for any reason whatsoever.

## **15. LIMITATIONS OF LIABILITY**

- 15.1 By entering this Contest, the entrant acknowledges and agrees that The City and the Released Parties shall not be responsible for, and the entrant shall hold The City and the Released Parties harmless from and against, any and all claims, damages, including compensatory, direct, incidental, consequential or other damages, liabilities, costs and expenses ("Losses") with respect to or in any way arising from or in connection with the Contest or a Prize. The City and the Released Parties are not responsible for any Losses in connection with, but not limited to: (i) incorrect or inaccurate information for any reason, including if caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any human or technical error which may occur in the processing of submissions in the Contest; (ii) problems or technical malfunction of any telephone networks or communications line failure, computer on-line systems, servers or access providers, computer equipment, software, data transmission failure of email, or any technical problems or traffic congestion; (iii) error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or authorized access to, or alteration of, entries; (iv) liability for physical injury, death, or property damage that the entrant, its heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Contest and/or in connection with the acceptance and/or exercise of the Prize as awarded, damages to their computer system, mobile device, or other device related to or resulting from entering, participating or downloading materials in this Contest; (v) claims based on negligence; (vi) breach of contract; (vii) fundamental breach; (viii) failure of any third-party contractor or supplier to The City or used in connection with any aspect of the Contest to perform or deliver services; (ix) any act of God or any other event beyond The City's control; or (x) any dissatisfaction of any kind with any aspect of the Contest or any Prize. For greater certainty,





neither The City nor the Released Parties are responsible for lost, late, incomplete, illegible, incomprehensible, or misdirected entries, postal delays, bugs, failure in servers, hardware or software transmission failure or loss, delayed or corrupted data. Additionally, neither The City nor the Released Parties are liable for any Losses that arise with respect to the awarding, receipt, possession, and use or misuse of a Prize.

## **16. GENERAL CONDITIONS**

16.1 By participating in the Contest, entrants agree to be legally bound by the Contest Rules and by the interpretation of these Contest Rules by The City. Entrants further agree to be bound by the decisions of The City, which shall be final and binding in all respects without right of appeal, including, without limitation, any decisions regarding eligibility or disqualification of entrants.

16.2 The Contest is void where prohibited or restricted by law. Entrants residing in areas where the Contest is void are ineligible to win a Prize.

16.3 Entrants who, in the sole and absolute discretion of The City, have been found to have tampered or attempted to tamper with the Contest, behaved in a manner that is inconsistent with City policies, or have not complied with the Contest Rules are subject to disqualification. Any attempt to deliberately undermine the legitimate operation of this Contest in any way (as determined by The City in its sole and absolute discretion) is a violation of criminal and civil laws and, should such an attempt be made, The City reserves the right to seek remedies and damages to the fullest extent permitted by law.

16.4 Illegible entries, incomplete entries or entries submitted by those who do not meet the eligibility requirements will be deemed void if selected. All entries become the sole property of The City and will not be returned or acknowledged. Except where expressly permitted under the Contest Rules, entries made from multiple addresses, accounts, under multiple identifications, or through the use of any device or artifice to enter multiple times will be deemed void if selected.

16.5 In the event of any discrepancy or inconsistency among the Contest Rules and disclosures, representations or other statements made by The City or the Released Parties or contained in any Contest-related materials, including, but not limited to, the Contest Entry Form, website and/or point of sale, television, print, online or other advertising or correspondence, the Contest Rules shall prevail, govern and control.

16.6 If any provision of these Contest Rules is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in the Contest Rules continues in full force and effect.