HUMBER
Humber Institute of Technology & Advanced Learning
NORTH CAMPUS
Toronto, ON9W 5L7
humber.ca
Institutional Planning & Analysis

# Ten Thousand Coffees Sign Up For The Humber Café Contest Rules

**The Humber College Ten Thousand Coffees Sign Up For The Humber Café Contest (the "Contest") is sponsored and operated by Humber College ("Humber College"). Although accessible through Humber Alumni's Facebook page, Twitter profile, or Instagram post(s), the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram. Facebook, Twitter, and Instagram are each completely released of all liability by each entrant in this Contest.**

1. **ELIGIBILITY:** To participate in the Contest, the entrant must be a legal resident of one of the following provinces: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Prince Edward Island, Quebec, Nova Scotia, or Newfoundland and Labrador; be a natural person (i.e., not a corporate entity); have reached the legal age of majority in his or her jurisdiction of residence at the time of entry into the Contest; and have complied with the Contest rules as provided herein (the "Rules"). Employees, officers, directors, agents and representatives of Humber College, its affiliates and related companies, advertising and promotion agencies (collectively, "Contest Parties"), and immediate family members (defined as parents, siblings, children and spouses, regardless of where they live) or persons living in the same household (whether or not related), of each of the above are not eligible to win.

2. **HOW TO ENTER:** The entry period for the Contest starts on November 1, 2020 at 12:00:01 p.m. EST and ends on November 29, 2020 at 11:59:59 p.m. EST (the "Contest Period"). To enter the Contest, participants must join and complete onboarding of the Humber Café.

   No purchase is necessary to enter the Contest. Making a purchase from Humber College will not increase or otherwise impact your odds of winning. Entrants may be invited to consent to receive promotional emails from Humber College. Providing consent to receive promotional emails is not a requirement to participate in the Contest. Entrants are responsible for the cost of their connection to the Contest website via the Internet. Humber College does not guarantee continuous, uninterrupted or secure access to the Contest website.

   By entering the Contest, each entrant agrees to be bound by the Rules. An entrant may not submit more than one Entry. If it is discovered that an entrant has submitted more than one Entry, such entrant will be disqualified from participating in the Contest. Any attempt or suspected attempt by an entrant to submit more than one Entry by using multiple email addresses or any other means will void all Entries for such entrant.



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Entries that are late, lost, incomprehensible, misdirected, contain an erroneous phone and/or email address or that do not otherwise conform to the Rules may be disqualified by Humber College. The Released Parties (defined below) are not responsible for, and accept no liability whatsoever in relation to, any lost, late, misdirected, damaged, incomplete, invalid or illegible Entries (all of which are void). Proof of entry submission does not constitute proof of receipt by Humber College.

3. **PRIZE:** There are 2 prizes (the "Prizes") consisting of digital gift cards - $50 Amazon.ca and $50 Tim Hortons. The Prize is available to be won by two single Prize winners (a "Prize Winner"). The approximate cash value of the Prize is $50 CAD. The Prize will be distributed within 30 calendar days after the Prize Winner has been successfully notified of his/her Prize and fulfilled the requirements set out herein. The Prize must be accepted as awarded and is not transferable, substitutable, refundable, assignable or convertible to cash (except as may be specifically permitted by Humber College in its sole and absolute discretion). Humber College reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, a cash award. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any of the Prize awarded in connection with the Contest. Any other costs or expenses, including taxes on any of the Prize, incurred by a Prize Winner in claiming or using his/her Prize, not expressly stated herein as being included in the Prize, will be the responsibility of such Prize Winner.

4. **WINNER SELECTION:** On December 3, 2020 at 12:00:01 p.m., 2 entrants will be selected by a random draw from all eligible Entries received during the Contest Period. The selected entrants will be notified by Humber College or its agents by telephone or email no later than 24 HOURS AFTER DRAW TIME and must respond within 7 calendar days of notification. If a selected entrant does not respond accordingly, fails to comply with any of the requirements herein, or otherwise fails to comply with the Rules, he or she will be disqualified and will not receive a Prize and another entrant may be selected in Humber College's sole discretion. Humber College is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or of Humber College to receive a selected entrant's response.

5. **LIMITATION OF LIABILITY AND RELEASE:** By participating in the Contest, entrants agree to release and hold harmless the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind arising from or in connection with participation in the Contest. Without limiting the generality of the foregoing, the Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused or provided by Contest entrants, Contest website users or by any equipment or programming associated with or utilized in the Contest, or by any technical



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or human error which may occur in the processing of Entries, (b) any theft, destruction, or unauthorized access to, or alteration of, Entries or the Contest website, (c) any problems with, or technical malfunctions of, telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs, (d) any failure of the website during the Contest, (e) any failure of any entry to be received for any reason including, but not limited to, technical problems, internet traffic, or any combination thereof, (f) any damage to an entrant's or any other person's computer related to or resulting from participating in the Contest or downloading or accessing materials related to the Contest, (g) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, (h) technical, pictorial, typographical or editorial errors or omissions contained herein, (i) anyone being incorrectly and/or mistakenly identified as a Prize Winner and/or (f) any combination of the above.

6. **PRIVACY:** Sponsor respects your right to privacy. Personal information collected from entrants will only be used by Sponsor to administer the Contest and, only if consent is given at the time of entry, to provide entrants with information regarding programs of interest. For more information regarding the manner of collection, use and disclosure of personal information by Sponsor, please refer to the Notification of Disclosure of Personal Information available at humber.ca/notification-disclosure-personal-information

7. **GENERAL:** The Contest is subject to applicable federal, provincial and municipal laws and regulations. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations of the participants, Humber College or any of the other Released Parties in connection with the Contest shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

   Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or Prize claims that are late, fraudulent or delayed will be void. All decisions of Humber College with respect to all aspects of the Contest are final and binding on all entrants without any right of appeal. Humber College's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision.

   Humber College reserves the right to cancel, suspend, withdraw, or amend the Contest or Rules in any way, without prior notice or obligations, in the event of an error, technical problem, computer virus, tampering, unauthorized intervention, fraud,



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technical failure, or any other cause beyond the control of Humber College that interferes with the conduct of the Contest. Any change to the Rules will be posted on the Humber Café website.

Humber College reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Humber College) for the purposes of verifying the entrant's eligibility, the legitimacy of any entry, and/or a Prize claim, or for any other reason Humber College deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with the Contest Rules or awarding any of the Prize.



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