

## Spruce Meadows 50th Anniversary Concerts Contest (City and Colour Solo) Rules

**THIS CONTEST IS OPEN TO CALGARY, ALBERTA AND AREA RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW.**

1. **Contest period:** The Spruce Meadows 50th Anniversary Concerts Contest (City and Colour Solo) presented by ATCO (the "Contest") begins on Tuesday, April 29, 2025, at 9:00 a.m. MDT and ends at 11:59 p.m. MDT on Tuesday, May 6, 2025 (the "Contest Period").
2. **Contest prize:** There is a total of one (1) prize available to be won ("Grand Prize") in the contest as defined in Section 7.
3. **Eligibility:** Contest is open to all legal residents of Calgary, Alberta, who are the age of majority in Alberta at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of ATCO Ltd., Spruce Meadows, or any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "Contest Parties"). The Contest is subject to federal, provincial and local rules and regulations.
4. **Agreement to be legally bound by rules:** By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "Rules").
5. **How to enter:** No purchase necessary. To earn an entry (each, an "Entry" and collectively the "Entries") in the Contest, as follows:
  - a. Follow us on Instagram
  - b. Like the contest post and tag your concert buddy (1 comment = 1 entry)

This is an ATCO contest and is not sponsored, endorsed, or administered by, or associated with Meta. By entering, entrants confirm they are 18+ years of age, release Meta of responsibility, and agree to Meta's terms of use. Available for Calgary and surrounding area residents only. ATCO will not cover the costs of any travel or accommodation.

6. **Entry limit:** There is a limit of one (1) entry per person. If it is discovered by the Sponsors (using any evidence or other information made available to or otherwise discovered by the Sponsors) that any person has attempted to: (i) obtain more than one (1) Entry and/or (ii) use multiple names, identities, email addresses, any automated, macro, script, robotic,

programmed or other system(s) or program(s) and/or any other means not in keeping with the Sponsors' interpretation of the letter and spirit of the Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsors.

7. **Verification:** All Entries, Requests and entrants are subject to verification at any time and for any reason. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors, including but not limited to government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Request and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsors' interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsors within the timeline specified by the Sponsors may result in disqualification in the sole and absolute discretion of the Sponsors.
8. **Eligible winner selection process (random draw):** On Wednesday, May 7, 2025 by 12:00 p.m. MDT (the "Selection Date"), the Sponsors or an employee, agent or other representative of the Sponsors will conduct a random draw from all eligible Entries submitted and received in accordance with these Rules and select the eligible winners ("Selected Entrants") for the Grand Prize. If a Selected Entrant does not meet the eligibility criteria he/she will be disqualified and will not receive a prize and another Entrant will be selected by way of a random draw from the remaining Eligible Entries. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.
9. **Selected entrant notification process:** The Sponsors or its designated representative will tag the winners on Instagram and ask them to send a Private Message to @atcogroup to claim their VIP ticket experience by 12:00 p.m. MDT on Thursday May 8, 2025 notifying them of their selection and requesting a response including the answer to a skill-testing question (as described in section 10). If the Selected Entrant(s) do not respond by 1:00 p.m. MDT Thursday May 8, 2025 then he/she may in sole discretion be disqualified forfeiting all rights to Prize; Sponsors reserves right randomly select new Selected Entrant among remaining Eligible Entries submitted received accordance procedures outlined Section 7 apply newly

Selected Entrant contacted required respond by 5:00 p.m. MDT that day.

**10. Selected entrant confirmation process:** No one is a prize winner unless until sponsors officially confirms him/her as prize winner accordance rules even if announced prize winner selected entrant before being declared confirmed prize winner selected nominee(s) required correctly answer mathematical skill-testing question without mechanical aid administered online email electronic means telephone sponsors' form declaration release reply notification email/phone call prior doing confirms compliance rules acknowledges acceptance prize awarded releases released parties liability connection contest participation therein awarding use/misuse applicable prize portion thereof including participation prize-related activities agrees publication reproduction use name address postal code telephone number social media handle(s) voice comments image videotape photograph means without further notice compensation publicity advertisement carried behalf sponsors manner medium whatsoever including print broadcast internet if selected nominee(s): fails correctly answer skill-testing question fails reply acknowledgement within specified time cannot accept unwilling accept prize awarded reason determined violation rules all determined sponsors sole absolute discretion disqualified forfeits rights prize sponsors reserve right randomly select new selected entrant remaining eligible entries submitted received accordance procedures outlined section apply new selected entrant.

**11. The prize:** There is total one prize available to be won as follows: 'ATCO VIP Experience City and Colour (Solo) at Spruce Meadows" (estimated value approximately \$815 CAD).

- a. Grand prize winner will receive one prize package valued \$815 containing:
  - i. Two VIP tickets to City Colour (Solo) on Saturday, June 14, 2025
  - ii. Exclusive access to VIP bars and private washrooms
  - iii. Skip the lines with early entry
  - iv. Premium service convenience

Without limiting the generality of the foregoing, the following conditions apply to the Grand Prize: (i) the Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible in any part to cash; (ii) no substitutions exist except at the Sponsors' option; (iii) the costs of everything not expressly and specifically stated above as included in the Grand Prize are the sole and absolute responsibility of the confirmed Grand Prize Winner; (iv) all

arrangements relating to the Grand Prize must be made through the Sponsors or its designated agents; and (v) by accepting the Grand Prize, either in whole or in part, the confirmed Grand Prize Winner agrees to waive all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part. All decisions of the Sponsors regarding the Grand Prize will be final and binding without right of appeal.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize. Neither the confirmed Grand Prize Winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed Grand Prize Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsors or any of the Released Parties should the Grand Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Grand Prize, the confirmed Grand Prize Winner agrees to waive all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of Entries by the Sponsors, 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 energy or related services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a Grand Prize Winner with any aspect of the Contest or any Grand Prize, against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

Spruce Meadows is located at 18011 Spruce Meadows Way SW, Calgary, Alberta, Canada T2X 4B7.

12. **Law:** This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsors with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal. Anyone deemed by the Sponsors to be in violation of the Sponsors' interpretation of the letter and/or spirit of these Rules for any reason is subject to disqualification in the sole and absolute discretion of the Sponsors at any time. The Released Parties will not be liable for: (i) any failure of any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, but not limited to, those relating to the telephone network or lines, computer on-

line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, mail problems, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsors or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Alberta 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. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Alberta in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

1. **Rule Amendments:** The Sponsors reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsors that interferes with the proper conduct of this Contest as contemplated by these Rules, including, but not limited to, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsors in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsors reserves the right, in its sole and absolute discretion, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsors reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. The Sponsors reserves the right, in its sole and absolute discretion, to adjust any of the dates,

timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsors, for purposes of verifying compliance by any Entrant, Entry, Request and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsors, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these English Rules given by any representative of the Sponsors, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

- 13. Privacy & Intellectual Property:** By entering this Contest, each entrant expressly consents to the Sponsors, its agents and/or representatives, storing, sharing, and using the personal information submitted for the purpose of administering the Contest and in accordance with the Sponsors' privacy policy (available at: <https://www.atco.com/en-ca/privacy.html>). This section does not limit any other consent(s) that an individual may provide the Sponsors or others in relation to the collection, use, and/or disclosure of their personal information. 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 Sponsors.

The Prize Winner also grants to the Sponsors, its agents and representatives, and marketing partners, the right to print, publish, broadcast, and use worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsors' Internet websites and social media pages such as Facebook, Instagram, and Twitter, at any time(s), the Prize Winner's name, likeness, portrait, picture, photograph, voice, video-camera footage, and biographical information (name, city, province/territory of residence, and image), as is or may be edited by the Sponsors, as news or information and for advertising promotional purposes without any compensation or review by the Prize Winner.