

# **“Student Questionnaires on Courses and Teaching – Course Feedback Sweepstakes”**

## **Winter 2023 Sweepstakes Detailed Rules**

### **Deadline: Wednesday, April 12, 2023**

“Student Questionnaires on Courses and Teaching – Course Feedback Sweepstakes” (the “Sweepstakes”) is administered by Western University, the Office of the Vice-Provost (Academic), (the “Sponsor”). Any questions, comments or complaints regarding the Sweepstakes should be directed to the Centre for Teaching and Learning, Room 122, The D. B. Weldon Library, Western University, London, ON, Canada N6A 3K7. By participating in this Sweepstakes, each participant agrees to be legally bound by these official Sweepstakes entry rules (the “Rules”).

### **1. SWEEPSTAKES PERIOD**

The Sweepstakes opens on Wednesday, March 22, 2023 at 12:00 a.m. and ends Wednesday, April 12, 2023 at 11:59 p.m. (the “Sweepstakes Entry Period”). The Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend anytime period related to the Sweepstakes.

### **2. ELIGIBILITY**

This Sweepstakes is open to all students enrolled in the 2022/23 academic year at Western University’s London, Ontario campus or its affiliate colleges (Brescia University College, Huron University College and King’s University College) and who:

- (i) Complete the Student Questionnaire on Courses and Teaching sent out by email by the Sponsor during the Winter Term 2023.

AND

- (ii) Submit the completed Student Questionnaire to the Sponsor using the submit button found at the end of the Student Questionnaire.

Only one (1) entry into the Sweepstakes per student, per course (to a maximum of 10 entries) received by the Sponsor is permitted. No purchase is necessary. Despite allowing multiple entries, a student who is selected to win a prize will be disqualified from being selected to win any further prizes under this Sweepstakes such that a student has one chance to win a maximum of one prize.

### **3. PRIZE AVAILABLE**

There are a total of ten (10) prizes available to be won consisting of the following:

	# of Winners	Prize details
Prize	10	The winner of the Prize will receive a Gift Card from The Book Store at Western in the amount of \$250.00

All amounts in these Rules is in Canadian dollars. Despite allowing multiple entries, a student who is selected to win a prize will be disqualified from being selected to win any further prizes under this Sweepstakes such that a student has one chance to win a maximum of one prize.

#### 4. WINNER SELECTION:

**Random Draw:** Ten (10) winning entries will be randomly selected using a random-number generator and the excel list of all entries received by the Sponsor’s servers from Students during the Sweepstakes Entry Period. The name(s) of the student(s) associated with the selected entries will be drawn by May 31, 2023. In addition, the student associated with the selected entries will be notified by e-mail using their Western email address. The student must then respond to the e-mail sent by Western (as indicated by Western in the email) within 72 hours of the e-mail sent time to claim the Prize and then answer a skill testing math question. Should the student fail to claim the Prize within 72 hours or should the student fail to correctly answer the skill testing math question, then the student entry shall become ineligible to win the Prize.

Should a selected entrant be found ineligible to win or should a selected entrant have already been selected to win a prize under this Sweepstakes, the next eligible entry to win the Prize will be randomly selected from the remaining entries. The name of the student associated with the next eligible entry selected by Western will be notified by e-mail using their Western student email address. The student must then respond to the e-mail sent by Western (as indicated by Western in the email) within 72 hours of the e-mail sent time to claim the Prize and then answer a skill testing math question. Should the student fail to claim the Prize within 72 hours or should the student fail to correctly answer the skill testing math question, then the student entry shall become ineligible to win the Prize and Western will select another selected entry in accordance with this provision.

A student (i) whose entry is selected to win the Prize, (ii) who is notified by e-mail (iii) who claims the Prize within 72 hours of the Sponsor’s e-mail being sent, and (iv) who correctly answers the skill testing math question, will then become an eligible prize winner (“Eligible Prize Winner”).

**5. DECLARATION OF WINNERS:** An Eligible Prize Winner for the Prize will not be declared a winner of the Prize unless and until within five (5) business days:

(i) The Sponsor has determined, in its absolute discretion, that the Eligible Prize Winner is eligible pursuant to these Rules;

- (ii) The Eligible Prize Winner (or the Eligible Prize Winner's parent or guardian, if a minor) signs a release and waiver provided by the Sponsor; and
- (iii) The Eligible Winner acknowledges acceptance of the Prize, as awarded.

In the event that within the specified time:

- (i) The Sponsor determines that the Eligible Prize Winner is not eligible for the Prize;
- (ii) The Eligible Prize Winner (or the Eligible Prize Winner's parents, if a minor) fails or refuses to sign the waiver and release; or
- (iii) The Eligible Prize Winner fails or refuses to accept the Prize as awarded;

then the Eligible Prize Winner for the Prize will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select by random draw from among all remaining eligible entries another selected entry (in which case the provisions of sections 4 and 5, as applicable, shall apply to such new selected entry).

**6. ODDS OF WINNING:** The odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Sweepstakes Entry Period in accordance with these Rules.

## **7. GENERAL TERMS AND CONDITIONS**

**7.1 Verification of Entries:** The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any participant in this Sweepstakes. Participants whose entries or eligibility cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Sweepstakes and will not be eligible to win the Prize.

**7.2 No Liability:** The Releasees (defined below in Section 7.7) will not be liable for: (i) any failure of the Sweepstakes equipment, (ii) the failure to correctly record student's student number; (iii) any technical malfunction or other problems relating to the administration of the Sweepstakes; (iv) any failure for the student to receive an e-mail sent by the Sponsor or reply to the email within the 72-hour designated time frame for any reason; and (v) any combination of the foregoing.

**7.3 Acceptance of the Prize:** The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except in Sponsor's sole and absolute discretion); (ii) the costs of everything not specifically stated as included in the Prize is the sole responsibility of the winner; (iii) if the winner does not utilize any part of the Prize, then any such part not utilized will be forfeited in its entirety and nothing will be substituted in its place; (iv) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute a part of the Prize for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (v) by accepting the Prize, the winner agrees to waive

all recourse against the Releasees (as defined in Section 7.7) if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

**7.4 Content Submission Requirements:** By participating in the Sweepstakes, each participant agrees to the interpretation of these Rules by the Sponsor.

**7.5 Number of Prizes/Winners:** By entering the Sweepstakes, each participant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Sweepstakes, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by participants is greater than the number of prizes available, the Sponsor reserves the right, in its sole and absolute discretion, to end the Sweepstakes in whole or in part, without notice, and/or to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible entries validly submitted prior to the termination of the Sweepstakes.

**7.6 Termination of Sweepstakes:** The Sponsor reserves the right to void any entry and/or withdraw, suspend, amend or terminate this Sweepstakes in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Sweepstakes as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

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

**7.7 Release and Exclusion of Liability.** By entering or attempting to enter the Sweepstakes, each participant and/or purported participant agrees to release, discharge, and forever hold harmless the Sponsor, and its respective officers, governors, employees, agents and other representatives (collectively, the "**Releasees**") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising

out of, or in connection with the participant's participation or attempted participation in the Sweepstakes, compliance or non-compliance with these Rules and acceptance, use or misuse of the Prize. The Releasees will not be responsible for (i) any failure of the Sweepstakes equipment, (ii) the failure to correctly record student's student number; (iii) any technical malfunction or other problems relating to the administration of the Sweepstakes; (iv) any failure for the participant to receive an e-mail sent by the Sponsor or reply to the email with the 72-hour designated time frame for any reason and (v) any combination of the foregoing.

**7.8 Minors :** For greater certainty, where an Eligible Prize Winner is under the age of majority in his/her province or territory of residence, as a pre-condition to the selected participant being declared the winner and receiving the Prize, the parent or legal guardian of the Eligible Prize Winner must consent in writing to the Eligible Prize Winner being declared a winner and receiving the Prize and must also sign and return to the Sponsor the Sponsor's form(s) of Declaration and Release documentation (see Section 5 above).

### **7.9 Name/Image of Winner and Content:**

- (a) By entering the Sweepstakes or submitting an entry, each participant:
  - (i) authorizes the Sponsor to use, reproduce and/or publish in any related publicity, the participant's name, photograph, image, likeness, biographical information, any statements they make regarding the Prize, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification;
  - (ii) agrees that anything created by the Sponsor which is derived from the participant's voice, photograph, image, likeness or any statements the participant makes regarding the Prize, is owned by the Sponsor; and
  - (iii) on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.7) from and against any and all claims (whether known or unknown, in law or in equity) that the participant or any of the participant's heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, name, photograph, image, likeness, biographical information, any statements they make regarding the Prize, and/or voice.
  
- (b) If a participant has any questions or does not wish the Sponsor to use any or all of the participant's name, photograph, image, likeness, biographical information, any statements made regarding the Prize, and/or voice for purposes other than Sweepstakes administration, please contact Communications and Publications, Office of the Registrar, Western University, Western Student Services Building, Room 1150B

London, ON, N6A 3K7.

**7.10 Personal Information :** By entering this Sweepstakes, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy: [http://advancement.uwo.ca/advancement\\_services/privacy\\_policy.html](http://advancement.uwo.ca/advancement_services/privacy_policy.html) and the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the participant otherwise specifies by giving Sponsor notice in writing.

**7.11 Discrepancy or Inconsistency:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Sweepstakes-related materials, these Rules shall prevail, govern and control.

**7.12 Applicable Law, Attornment and Sponsor's Decisions:** This Sweepstakes and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Sponsor and the participants hereby irrevocably agree to the exclusive jurisdiction of the courts of the Province of Ontario in all matters related to this Sweepstakes. The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants, entries, and votes.

**7.13 Waiver:** Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

**7.14 Severability:** Each term and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

**7.15 Captions & Headings:** The captions and headings of clauses contained in these Rules preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of these Rules, or have any effect on their interpretation or construction.