OFFICIAL PROMOTION TERMS AND CONDITIONS / RULES AND REGULATIONS FOR THE "ATLANTIC LOTTERY COMMUNITY CANVAS" CONTEST FROM ATLANTIC LOTTERY CORPORATION ("ALC")

Artists and/or artist groups/collectives based in Atlantic Canada are invited to submit their designs under the theme of community pride and the unique elements that showcase the Atlantic Canada of today ("Design"). Submissions will be reviewed by an internal panel and the winning design will be awarded a \$5,000 cash prize. The winning design will be showcased as window decals on Atlantic Lottery's head office in downtown Moncton (922 Main St.).

The contest begins at 9:00:00 a.m. Atlantic Standard Time (AT) on April 1, 2024 and closes at 11:59:59 p.m. AT on May 3, 2024.

HOW TO ENTER

Designs must be submitted digitally, as they will be printed on window decal substrate material and installed on the windows. Please include the following two attachments in your digital submission:

- 1. Include an artist bio and artist statement as one (1) PDF document:
 - a. Artist Bio: A brief bio outlining the professional experience of the applicant as related to Design (not to exceed 400 words).
 - b. Artist statement: Explain how the Design showcases Atlantic Canada or connects to the theme of community pride (not to exceed 500 words).
- 2. Artist Design: The design requirement is a mock-up in PDF format. To help with your mock-up, a comprehensive spec document is available for download.

Send by email: communitycanvas@alc.ca

Attachments in the email must not exceed 35MB.

No purchase necessary to enter the Contest or to win a prize.

SELECTION CRITERIA & PROCESS

All winners will be selected based on skill determined by a selection panel. This contest is based on skills alone and not subject to random draw or any other element of chance.

A selection panel comprised of Atlantic Lottery employees will review all application materials and score using the rubric below. The selection panel will then recommend the winning design, and the winning artist or community group will be notified.

Overall quality of work	10 points
Connection to the theme of the contest / quality of the artist statement	5 points
Alignment with Atlantic Lottery values	5 points
Innovation and originality	5 points
Cohesiveness and project viability	5 points

The selection panel reserves the right to request additional information from any of the participants to inform their decision. The panel also reserves the right to make no recommendation from the submitted applications and ALC may, in its sole discretion, decline to select a winner.

Upon final selection, the artist/artist team must work with Atlantic Lottery on refining the submission for production as required. Prior to awarding the artist fee, the artist will be asked to transfer the mockup to a templated document (Adobe Illustrator). Atlantic Lottery will manage the printing and installation of the Design.

TIMELINE:

- April 1 May 3 2024: Submission period
- May 6 30 2024: Community Canvas selection period
- May 31 2024: Winner notified
- June 3 17 2024: Refining design for production
- July 17 2024 July 17 2025: Art installation at 922 Main St., Moncton
- Timeline is subject to change at ALC's discretion.

PROMOTION ELIGIBILITY

Participants must be residents of New Brunswick, Newfoundland & Labrador, Nova Scotia, and Prince Edward Island, who are nineteen (19) years of age or older and reside in Atlantic Canada at the time of entry, with the exception of employees of Atlantic Lottery or any immediate family of the aforementioned. 'Immediate Family' means the spouse, sibling, parent and/or child of an employee referred to above who resides with that employee.

Please note: Any individual who has falsified their registration information will be ineligible to receive their prize upon winning.

PUBLICATION

By submitting Design to the contest, the entrant hereby grants Atlantic Lottery the right to use Design submitted to the contest. Atlantic Lottery will have rights to use images digitally to (a) further expand on the print edition; (b) promote Atlantic Lottery; (c) display the Design on Atlantic Lottery's head office in downtown Moncton (922 Main St.) and (d) promote Atlantic Lottery via Facebook, X, Instagram and other social media outlets. By submitting Design to the contest, the entrant also hereby grants to Atlantic Lottery the exclusive, right and license to reproduce, publish and distribute, and to authorize the reproduction, publication and distribution of the Design, in print, on microfilm and microfiche, and in all electronic forms and media now known or later developed, including, but not limited to, on CD-ROM, over the Internet for a period of three (3) years. Atlantic Lottery reserves the exclusive right to publish any entry and/or use any entry in its material during or after the Contest without further compensation to the participants. For Atlantic Lottery, promotional material shall include without limitation any print or electronic advertising or marketing material such as posters, online images, newspaper ads, television ads, e-mails and social media content. Note: After a winner has been selected, ALC will waive its rights under this paragraph to the participants who did not win the contest. For greater certainty, the provisions of this paragraph will continue to apply to the winning participant.

COPYRIGHT NOTICE

By uploading any Design to the Contest, you grant Atlantic Lottery a world-wide, royalty-free, irrevocable and exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works or merchandise from any such submitted Design to promote the Contest, or any other purpose, for a period of three (3) years. You represent and warrant that you have the right to grant the license set out above. <u>*Note: After a winner has been selected, ALC will waive its rights under this paragraph to the participants who did not win the contest. For greater certainty, the provisions of this paragraph will continue to apply to the winning participant.</u>

DELIVERY OF PRIZES

ALC will attempt to contact the potential winner within one (1) business day after the selection panel decision (or as soon as possible thereafter). If ALC is not able to contact the potential winner after three (3) days after initial attempt, ALC shall have the right to disqualify the potential winner, and a new selection may be made.

Government issued photo identification must be provided for proof of identification and age. If the winner is under the age of 19 they will be disqualified and the next potential winner will be contacted.

Winners will be notified by phone or email.

Winner must provide the completed Sponsor's Declaration of Eligibility and Liability/Publicity Release form ("Winner Release") issued by ALC, proof of identification and Payment Option form in person or via scanner or fax machine within seven (7) days of being contacted; failure to do this will result in the winner waiving his/her right to the prize. The release form and prize form must be completed before any prize is issued by ALC. Release form confirms eligibility and compliance with these Contest Rules and Regulations, consenting to the use, without further compensation, of winner's name, address (city only) and design(s) in any Contest-related publicity and releasing Atlantic Lottery and its respective agencies, affiliates, parent(s), subsidiaries, agents, advertising and promotion agencies and anyone else involved in the development, production or handling of the Contest and their respective directors, officers, employees and assigns from all liability arising in connection with the Contest or the acceptance, use or redemption of a Prize as awarded. Participants who fail or are unable to comply with any of these Rules and Regulations may be disqualified and alternate winner(s) may be selected.

All prizes must be accepted as awarded and may not be used in conjunction with any other offer or promotion, sold, redeemed for cash, combined with any other promotion, exchanged for a different prize.

By accepting a prize, the prize winner agrees to hold Atlantic Lottery and their respective agencies, affiliates, parent(s), subsidiaries, agents, advertising and promotion agencies and anyone else involved in the development, production or handling of the Contest and their respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of acceptance or use of a prize.

PRIVACY

ALC is committed to respecting your right to privacy, for more information on our privacy policy, please visit <u>www.alc.ca</u>.

GENERAL RULES

- 1. Contest Period: The contest begins at 9:00:00 a.m. Atlantic Standard Time (AT) on April 1, 2024 and closes at 11:59:59 p.m. AT on May 3, 2024.
- 2. Upon submission, participants will receive an automatic email confirming the receipt of their submission. Should an email not be received by Atlantic Lottery servers, Atlantic Lottery is not liable.
- 3. By entering this contest, winners agree to allow Atlantic Lottery and its agents to publish, and/or broadcast their name, likeness, addresses, voices, statements and submissions without compensation other than the prize awarded.
- 4. Winner will be notified by email and provided further instruction.
- 5. Upon final selection, the winning artist/artist team must work with Atlantic Lottery on refining the submission for production. The artist is required to work with the Atlantic Lottery representatives to make sure the Design fits into the template for print. This may require minor changes to the Design.
- 6. Cash prize for the contest winner will be received once submission has been finalized for production.
- The contest is sponsored by Atlantic Lottery and is open to residents of New Brunswick, Newfoundland & Labrador, Nova Scotia, and Prince Edward Island, who are nineteen (19) years of age or older and reside in Atlantic Canada at the time of entry.
- 8. Atlantic Lottery and the selection panel are not obligated to accept any of the submissions and may reject all submissions. Only the successful candidate(s) will be contacted.
- 9. The Design will remain on 922 Main Street for one calendar year.
- 10. The successful candidate may be subject to reference checks.
- 11. Design submissions must be original work of the Contest entrant, and not contain any content or subject matter that would violate or infringe upon the rights of a third party (including copyrights, trademarks, or rights of privacy or publicity). AL retains the sole discretion to disqualify and remove any Design submissions that it believes to contain obscene, insensitive, or inappropriate content, and that does not comply with these official Rules or is not consistent with the spirit of the Contest.
- 12. AL may determine, in its sole discretion, whether or not to accept any submission and whether it will use any entry for any purpose, including in any marketing or publicity
- 13. This contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering this contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by ALC for the purposes of implementing, administering and fulfilling this contest. ALC will not sell or transmit this information to third parties except for the purposes of administering this contest. ALC is committed to ensuring the privacy of its players and taking all of the

necessary precautions to ensure player information is safeguarded. In all cases, information is retained in secure facilities and protected from unauthorized access. ALC will only use or disclose player information for the specific purposes for which it was collected, unless required by law, and will only retain the information long enough to fulfill these purposes, after which time it will be securely destroyed.

- 14. Atlantic Lottery is not responsible for any failure of the website during this Contest. Nor is it responsible for any problems or technical malfunctions of computer online systems, servers, access providers, computer equipment, software or any e-mail, online or internet entry lost due to technical problems or traffic congestion on the internet or at any website or any combination thereof, including any injury or damage to an entrant's or any other person's computer or property related to or resulting from playing or downloading any material in the promotion.
- 15. By entering and participating in this Contest, each participant agrees to hold harmless Atlantic Lottery, their directors, officers, employees, agents, affiliates, parents, subsidiaries, and assigns from any claim, including, without limitation, claims based on publicity rights, defamation, invasion of privacy, death, or from the misuse or malfunction of a Prize or substitute prize. Winners assume all liability for any claim, whatsoever and howsoever arising, by participation in this Contest or use or redemption of any Prize.
- 16. Atlantic Lottery Corporation is not responsible for commencing, continuing or completing the "Atlantic Lottery Community Canvas" contest or awarding the prize in the event of circumstances beyond the control of Atlantic Lottery Corporation.
- 17. Atlantic Lottery, its directors, officers, employees, agents, parents, subsidiaries, and assigns assume no liability for losses incurred as a result of a cancellation of the Contest or for any reason whatsoever or through the acts or defaults of any company or person providing a Prize or for events occurring after the award of a Prize. All such losses or expenses will be borne by each individual Prize winner. The Contest is subject to all applicable federal, provincial, and local laws and may be void where prohibited by the law of the participant's place of residence. Decisions of the Atlantic Lottery regarding all aspects of the Contest are final.
- 18. These official rules govern the contest and must be followed. In the event of any discrepancy between these official rules and any other material, these rules prevail to the extent of the inconsistency.
- 19. Extensions to the submission deadline will not be granted under any circumstances. Submissions received after the deadline and those found to be incomplete will not be reviewed.

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