

**Genesis Land Development Corp.  
Official Rules & Regulations**

**NO PURCHASE NECESSARY TO ENTER OR WIN. NEITHER A PURCHASE NOR AN ACCOUNT WILL IMPROVE ONE'S CHANCES OF WINNING. THE CONTEST IS OPEN ONLY TO ALBERTA RESIDENTS. ALL PROVINCIAL, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

By entering the Contest, entrant affirms that he/she has read these Official Rules & Regulations ("Official Rules") and hereby agrees to and accepts all terms and conditions contained herein. The Contest begins at 9:00:00 a.m. on March 1, 2021 and ends at 4:59:59 p.m. on March 31, 2021 ("Contest Period").

**1. Eligibility:** The Contest is open to persons who are at least eighteen (18) years of age at the time of entry, who are legal Canadian residents currently residing in the Province of Alberta, Canada (the "Eligibility Area").

Employees of Sponsor and its respective parents, divisions, affiliates, subsidiaries, promotional or marketing agencies, and their immediate family members (parent, child, sibling and spouse) and persons living in the same households of each such employee (whether related or not) are not eligible. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Methods of Entry:** You will automatically receive one (1) Contest entry when you complete Genesis Land giveaway submission form on [www.genesisland.com/giveaway/march-birding-giveaway-no4/](http://www.genesisland.com/giveaway/march-birding-giveaway-no4/). There is a limit of one (1) entry per person. Notwithstanding anything else in these Official Rules, the Sponsor may limit the total number of entrants at its sole and absolute discretion, and if it does so, then no additional enrollment entries will be accepted. Sponsor will not be responsible for incomplete, lost, late, misdirected, damaged, inaccurate, deceptive or illegible entries. Any questions regarding the number of entries submitted shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries determined to be false, fraudulent or deceptive or that are submitted by person(s) determined to be tampering with or abusing any aspect of the Contest.

**3. Prize:** One winner will receive our March Birding Basics Giveaway (valued approximately \$200.00CAD), including (but not limited to) a bird feeder, bird seed, and a pair of Binoculars (the "Prize") from Sponsor. The Prize will be transferred by pickup (at a specified location TBD) to the Winner at the Sponsor's sole discretion. All taxes or fees arising from the awarding of the Prize including, without limitation, income taxes are the sole responsibility of the Winner. Odds of winning the Prize depend on the number of eligible entries received by the Contest Closing Date. The Prize will be awarded, provided a sufficient number of qualified eligible entries are received. Once declared, the Winner will be contacted within seven (7) calendar days to claim his/her Prize. Limit one (1) Prize per household.

The Prize is awarded "AS IS" and without guaranty, representation or warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Sponsor is not responsible for any inability of Winner to accept or utilize the Prize. Sponsor reserves the right to substitute a prize of equal or greater value for any reason. Winner is solely responsible for compliance with any restrictions.

**4. Winner Selection:** Potential winners will be selected at random in a drawing conducted by an employee of Sponsor among all eligible entries received. The drawing for the Prize will be conducted by Wednesday, April 7, 2021. The Winners of the Prize are not required to be Genesis Land Development Corp. customers at the time of the draw.

**5. Winner Notification and Acceptance:** The potential Winner of the Prize will be notified by email within a reasonable period after the completion of the applicable drawing. If there has been no response from the potential Winner within one (1) week of the notification by email or through applicable social channels, or if arrangements for collection of the prize have not been made by the potential Winner within two (2) weeks of the potential Winner's response, the potential Winner will forfeit the Prize and the Sponsor has a right to randomly draw for another potential Winner from the remaining entries. The Prize will then be awarded to the alternate Winner chosen by Sponsor.

By entering, entrants agree to be bound to the decisions of the Sponsor, which will be final and binding in all respects.

The potential Winner will be required to sign and return a Standard Declaration and Release form (the "Release") by the return date specified in the Prize notification letter, or he or she will forfeit his or her respective Prize. Failure to sign and return the required documentation within the specified time in the Prize notification letter, or to comply with any terms or condition of these Official Rules, may result in potential Winner's disqualification, forfeiture of his or her interest in the Prize, and the award of the Prize to an alternate potential Winner. The potential Winner may waive his or her rights to receive the Prize. No Prize transfers, substitutions, assignment, exchange or cash redemptions or cash equivalents are permitted except at the sole discretion of Sponsor. In the event of such a forfeiture, or if a potential Winner is unreachable, the Prize notification letter is returned as undeliverable, or if a potential Winner declines acceptance of the Prize, the Sponsor has a right to randomly draw for an alternate potential Winner in a random drawing among the remaining eligible entries. The Prize may be subject to taxes or activation fees. The Winner is solely responsible for reporting and payment of any taxes on the Prize (federal, provincial, state and local).

**6. Limitations of Liability/Indemnification:** By entering this Contest, entrants shall indemnify, defend and hold harmless Genesis Land Development Corp., and its parent, its affiliates, subsidiaries, directors, officers, governors, representatives, dealers, advertising and promotion agencies, judging organizations, employees, agents and partners, (herein, the "Released Parties") from and against any and all liability,

damages or causes of action (however named or described) with respect to or arising out of either: (i) Entrant's participation in the Contest; or (ii) the receipt or use of the Prize awarded herein; or (iii) the administration of the Contest and distribution of the Prize awarded herein; and (iv) any and all claims, judgments, damages, liabilities, penalties and fines of any kind, stemming from participation in this Contest. Entrants hereby release, waive and discharge any and all claims of damage, loss or causes of action (including, negligence), including (but not limited to) death, personal injury or loss or damage to property, which the entrant or any of the entrant's representatives, heirs, next of kin or assignees ("Entrant's Representatives") may have or which may hereinafter accrue to the entrant or Entrant Representatives against the Released Parties as a result of the entrant's participation in the Contest or the receipt or use of the Prize(s) awarded herein.

**7. Internet:** If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor or its affiliates that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest. Sponsor, at its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Contest and to disqualify any individual who tampers with the entry process. If the Contest is cancelled for any reason before completion, all entries received up to the point of termination will be included in a random drawing to award the Prizes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft or destruction, or unauthorized access to or alteration of entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or for failure of any automatic entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof - including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

**8. Participant Consent:** By submitting or sharing imagery, video or written content with the Sponsor, the participant hereby consents to use of name, photograph, likeness, testimonial and biographical information for advertising and promotional purposes online and in print, or in any other media worldwide in connection with the Contest, without limitation or notice to, or further consent of, and without compensation worldwide and in perpetuity, except where prohibited by law.

**9. Governing Law:** The Contest and these Official Rules shall be governed according to the laws of the province of Alberta, Canada, without regard to principles of conflicts of laws. All claims, actions or suits must be brought in a court of competent jurisdiction in the province of Alberta, Canada.

**10. Force Majeure:** The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public

enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**11. Severability:** If any term and/or section in these Rules and Regulations is to any extent illegal, otherwise invalid, or incapable of being enforced, such term/section shall be excluded to the extent of such invalidity or unenforceability; all other terms/sections hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term/section shall be deemed replaced by a term/section that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term/section.

**12. Privacy:** Genesis Land Development Corp. will be collecting personal data about entrants, in accordance with its privacy policy. Please review the Genesis Land's privacy policy at <https://www.genesisland.com/privacy-policy/>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. Your information may be processed outside of Canada.