



# Alberta Food *for* Health Awards

a Premier's Award

## Alberta Food for Health Awards – a Premier's Award OFFICIAL RULES AND ENTRY CRITERIA

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The Alberta Food for Health Awards – a Premier's Award (the "Awards") is intended to recognize the important role that individuals, industry and the research community have in improving the understanding of the health benefits from food and for their commitment in developing food products to keep Albertans healthy. The Awards are subject to all applicable federal, provincial and municipal laws and regulations.

Entry in the Awards constitutes acceptance of these Official Rules and Entry Criteria (the "Awards Rules"). In these Awards Rules:

"Applicant" means: (1) a company or individual that processes or produces food in Alberta; or (2) an academic institution (or other research organization that is a legal entity) that conducts research in Alberta; and that meets the eligibility requirements and submits an application in accordance with these Awards Rules.

"Prize" means a cheque in the amount of \$10,000. The Prize can only be used for eligible expenditures as identified in the Section 5 of these Awards Rules.

"Releasee" means each of the Sponsor, the Sponsor's employees and agents and the members of the Selection Committee, collectively referred to as the "Releasees".

"Sponsor" means the Government of Alberta.

"Selection Committee" means the individuals who are members of the committee who review and rate the applications.

"Team" means the employees, contractors or agents of a Applicant who are identified in an Awards application.

"Winner" means the Applicant that attains the highest score in each category and that is chosen to receive a Prize.

1. **Eligibility Requirements:** The Awards are open only to Applicants as defined in these Awards Rules.

Applications in the Researcher Award Category will only be accepted from research organizations or academic institutions that conduct or sponsor the research and must involve research where researchers are involved in basic research, applied research or clinical research that increases the understanding of the relationship between food and human health.

Food Products submitted under the Food Product Award category must contain Alberta ingredients, must be processed in Alberta and must be commercially available in Alberta by January 1, 2010. Food Product applications are subject to verification of compliance to the applicable acts and regulations governing the facility where the food product is processed.

Employees of the Sponsor and members of the Selection Committee and the household members of the employees of the Sponsor and the members of the Selection Committee are not eligible to participate in the Awards.

2. **Awards Period:** The Awards start on December 1, 2009 at 16:00 Mountain Standard Time (“MST”) and close on February 1, 2010 at 16:00 MST (the “Awards Period”) after which time the Awards will be closed and no further applications shall be accepted.
3. **How to Apply:** Go online to [AlbertaFoodforHealthAwards.com](http://AlbertaFoodforHealthAwards.com), complete and sign the application form and then complete the written submission addressing the criteria identified on the website. Submit the application by following the instructions found at the website. A separate application form and written submission is required for each food product entered into any of the categories. Specific criteria for each category are defined on the website.

It is strongly recommended that Applicants retain copies of all documents prior to sending the application and to send applications using insured Registered Mail with a receipt of mailing. Applicants should be aware that Canada Post only delivers Government of Alberta mail with Edmonton addresses to the main Canada Post depot in Edmonton. The Government of Alberta then picks up the mail and distributes it in accordance with the address label. Applicants should consider the above when choosing the method of delivery for their submission, as it is the Applicant’s responsibility to ensure its submission is received before the closing date and time at the location specified below.

Food product samples are required to be submitted when entering food product categories. Specific criteria for each category are defined on the website. This request will come two weeks prior to the convening of the Selection Committee. Delivery details will be provided at that time to allow for varying food product needs (refrigeration, freezer, shelf-stable). Costs related to the delivery of the food product delivery will be at the Applicant’s expense.

The Sponsor will prepare food products for tasting, if necessary, according to the printed instructions on the packs in which the food products are sold. All materials supplied will be returned if indicated at the Applicant's expense.

4. **Prize Selection and Verification of Potential Winner:** The Sponsor's decisions as to the administration and operation of the Awards and the selection of the potential Winners are final and binding in all matters related to the Awards. The Selection Committee will review the applications, written submissions and food product samples (if applicable) against the scoring cards during the last two weeks of February 2010. The Applicant in each category that attains the highest score in that category will receive a Prize.

Should a Winner make any false statement(s) in connection with the Awards, including if any document referenced herein is found to contain false statement(s), the Winner will be required to promptly return the Prize and will be disqualified from the Awards.

In case of any disputes, the Sponsor will be the sole and final arbitrator regarding the Awards, any entry and/or any Awards Rules or eligibility requirements.

5. **Use of Prize:** Winner can only use the Prize toward the following eligible expenditures:
  - A) Business or research tools.
  - B) Education (for example the Winner or an employee of a Winner may attend training or a conference pertinent to the area of research or sector).
  - C) Funding for additional research, including, but not limited to, hiring temporary research staff.
  - D) Product development services.

The Prize must be used for eligible business expenditures, and cannot be transferred, assigned, or substituted. Expenditures must be made within one year of receipt of the Prize. Any costs or expenses incurred by the Winner in claiming or using the Prize will be the responsibility of the Winner.

6. **Winner's Release:** Prior to receipt of the Prize, the Winner from each category will be required to execute a standard release, which will be supplied by the Sponsor that confirms Winner's:
  - (i) eligibility for the Awards and compliance with these Awards Rules;
  - (ii) acceptance of the Prize at the awards luncheon;
  - (iii) release of the Releasees from any and all liability for any loss, harm, damages, cost or expense arising out of participation in these Awards,

participation in any Awards-related activity or the acceptance, use or misuse of Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and

- (iv) confirms that the Winner does, and that Winner has the right to or the requisite consent from its Team to, grant to the Sponsor the unrestricted right, in the Sponsor's discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's or the Team's names, photographs, likenesses, voices and biographies, in any and all media now known or hereafter devised, in connection with the Awards or otherwise promoting the Alberta Food for Health Awards – a Premier's Award.

The executed standard release must be returned to the Sponsor within five (5) business days of the verification as a Winner or the selected potential Winner may be disqualified by the Sponsor and the Prize will be forfeited.

- 7. **Applicant's Indemnification:** By entering the Awards, Applicant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Applicant, the Applicant' Team, the Releasees, or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Awards, any breach of these Awards Rules, or in any Prize-related activity. The Applicant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Awards, without limitation.
- 8. **Limitation of Liability:** The Sponsor assumes no responsibility or liability for lost, late, misdirected or incomplete applications, notifications, responses, safe sample delivery, replies or any release, or for any computer, online, telephone, hardware, software or technical malfunctions that may occur that might affect the application. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Awards or by any technical or human error which may occur in the administration of the Awards. The 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, applications. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsor is not

responsible for any injury or damage to Applicant, or Applicant's Team, or to any computer related to or resulting from participating or downloading materials in these Awards. Applicant assumes liability for injuries caused or claimed to be caused by participating in the Awards, or by the acceptance, possession, use of, or failure to receive the Prize. The Sponsor assumes no responsibility or liability in the event that the Awards cannot be conducted as planned for any reason, including, without limitation, those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of these Awards or the Awards Website.

- 9. Conduct:** By entering the Awards, Applicant agrees to be bound by these Awards Rules, which will be made available online at [AlbertaFoodforHealthAwards.com](http://AlbertaFoodforHealthAwards.com) throughout the Awards Period. Applicant further agrees to be bound by the decisions of the Sponsor which shall be final and binding in all respects. The Sponsor reserves the right, in the Sponsor's sole discretion, to disqualify any Applicant found to be:
- (a) violating the Awards Rules;
  - (b) tampering or attempting to tamper with the application process or the operation of the Awards, the Awards Website, or any other Sponsor website;
  - (c) violating the terms of service, conditions or use and/or general rules or guidelines of any property or service; and/or
  - (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE AWARDS WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARDS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**
- 10. Intellectual Property:** All intellectual property, including but not limited to logos, designs, promotional materials, web pages, source code, drawings, illustrations, and representations related to the Alberta Food for Health Awards are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the Sponsor is strictly prohibited.

11. **Termination:** Sponsor reserves the right, in its sole discretion, to cancel, amend, modify or terminate all or any portion of these Awards at any time for any reason without prior notice.
12. **Law:** These are official Awards Rules. The Awards are subject to applicable federal, provincial and municipal laws and regulations. These Awards Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.
13. **Privacy / Use of Personal Information:** The Applicant consents , and has obtained the written consent of each member of the Applicant's Team, for the Sponsor to: (a) use its or his or her personal information for the purposes of administering the Awards; (b) use its or his or her name, photograph, likeness, voice, prize information and/or biographical information for Alberta Food for Health Awards publicity and promotional purposes without further compensation unless prohibited by law; and (c) use its or his or her name and his or her respective city of residence in connection with the Awards and the promotion of the Alberta Food for Health Awards – a Premier's Award.

The Sponsor will collect and use personal information only for purposes related to the Awards and is required to protect personal information in a manner that is consistent with the Alberta Health and Wellness Privacy Policy available at: [healthyalberta.com](http://healthyalberta.com).

The information collected herein is for the purpose of the Awards and for promoting the Alberta Food for Health Awards. The information collected is collected under the authority of Section 34 (2) of the Freedom of Information and Protection of Privacy (FOIP) Act and protected and managed in accordance with the FOIP legislation. If you have any questions about how your personal information will be used or about the Privacy Policy, please contact:

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14. **Agreement to Awards Rules:** By participating in the Awards, Applicant warrants that Applicant agrees to and accepts these Awards Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Awards. Winning a Prize is contingent upon fulfilling all requirements set forth herein.