
Full Terms and Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all entrants will be deemed to have accepted and be bound by the terms and conditions. Please keep a copy for your records.

The Promoter takes data protection seriously. By entering this promotion, you confirm that you have read the Privacy Policy, and agree to these Terms and Conditions. By submitting any information/image required as part of their entry into the campaign, entrants agree to their information being held and processed in accordance with the General Data Protection Regulations (GDPR).

The Promoter

The promotion is brought to you by Air Canada, ZIP YUL 1276, 7373 Côte Vertu West, St. Laurent, Quebec H4Y 1H4 .

Eligibility

1. Open to Air Canada's pop up London Poutinerie customers who are UK residents, aged 18+ only . Employees, representatives or agents of Air Canada and its subsidiaries and affiliates, Air Canada Poutinerie, media partners, advertising and promotional agencies, and members of the immediate family (parents, children, siblings and spouse, regardless of where they live) of any of the aforementioned and persons with whom any of the aforementioned live in the same household are not eligible to enter the promotion.

Failure to comply with any part of this clause will disqualify the respective entry from the promotion .

2. A visit to the Air Canada pop up Poutinerie in Old Spitalfields Markets, London is necessary to enter.
3. Internet access required and entrants must have an active Instagram or Twitter account. If you do not have an Instagram or Twitter account you will need to create one in order to participate – you will require an active email address in order to do this. See <https://help.instagram.com/> and <https://help.twitter.com/> for more details on how to set up an account.
4. Entries will be subject to Instagram's and Twitter's terms of service, which are available online at <https://help.instagram.com/478745558852511> and <https://twitter.com/en/tos>.
5. Only one entry per person per channel per day. Maximum of one prize per household for the duration of the promotion. Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is reposting the same content multiple times or using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified and any prize award will be void.

Promotional Period

6. The promotion is open daily from the 5th October – 7th October and the 10th October to 14th October 2018 .. Each draw is time restrictive and the dates for each relevant draw are shown below.
7. Each prize draw will be carried out the following day of the daily draw closing period.
 - a. Draw 1 on 06/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 05/10/2018
 - b. Draw 2 on 07/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 06/10/2018
 - c. Draw 3 on 08/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 07/10/2018

 - d. Outlet will be closed on 08/10/2018
 - e. Outlet will be closed on 09/10/2018

 - f. Draw 4 on 11/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 10/10/2018
 - g. Draw 5 on 12/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 11/10/2018
 - h. Draw 6 on 13/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 12/10/2018
 - i. Draw 7 on 14/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 13/10/2018
 - j. Draw 8 on 15/10/2018 selecting 1 winner from all valid entries between 00:00:00 and 23:59:59 on 14/10/2018

How to participate in the promotion

8. Entrants must:
 - a. Visit the Air Canada pop up Poutinerie in Old Spitalfields Market, London
 - b. Take a picture of your poutine with you and your friends enjoying the poutine
 - c. Post the picture of all enjoying their poutine from the Air Canada poutinerie on #COOLNOTCOLD and tag @AIRCANADA in the description
 - d. Additionally, follow @AIRCANADA during the relevant Draw periods during the promotion.
9. The content entrants submit must be original and created by them and cannot infringe the copyright or other intellectual property rights of any third party. Any entry found to be

copied, or a photograph of another person, will be disqualified. The entrant must have the permission from all people appearing in the photograph to submit it for these purposes. No image of children will be accepted.

10. Any entries received from private accounts will not be entered due to privacy restrictions. To enter from a private account you must amend your account settings to a public account in order for entry to be accepted. The account must remain public and entrants must continue to follow the promotion for up to one week after the end of the Promotion, in order to be contacted in the event their entry is a winning entry.
11. Obscene or inappropriate entries will not be accepted. Entrants are solely responsible for the information they provide and views they express on their Instagram or Twitter account. All potential winners are subject to verification of eligibility and compliance with these Terms and Conditions and could still post qualification be disqualified as the Promoter reserves the right to verify all winners to ensure attendance on the flight will meet necessary standards and not cause the brand embarrassment by the individual or their guest. Part of this process may include questions during the claim process and a review of personal information sourced from data available in the public domain.
12. Entrants further agree that no content will be submitted that:
 - i. Is known by you to be false, inaccurate or misleading;
 - ii. Infringes any third party's copyright, patent, trademark, trade secret, rights of publicity rights of privacy, moral rights or any other applicable personal or proprietary rights;
 - iii. Encourages or advocates any unlawful or unauthorized behaviour or activity or violates any law, statute, ordinance or regulation
 - iv. Is offensive, obscene, vulgar, or is inappropriate for a public and family friendly forum;
 - v. Contains Individuals smoking tobacco, drinking or appearing to be under the influence of alcohol.
 - vi. Is, or may be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual or entity;
 - vii. Includes any information that references other websites, addresses, email addresses, contact information or phone numbers; or
 - viii. Contains any computer viruses, worms, Trojan horses or other potentially damaging computer programs or files.
13. The Promoter and their agents reserve the right, but not the obligation, to
 - i. Monitor or review the Content you have submitted;
 - ii. Remove or refuse to post any Content submitted that The Promoter deems in its sole discretion to be inappropriate or violate any of these Terms and Conditions without giving you notice;

14. The Promoter does not guarantee that you will have any recourse to edit or delete any Content you have submitted. The Promoter has the right to remove or refuse to post any entry for any reason. You acknowledge that you, not The Promoter, are responsible for the Contents of your submission. None of the Content that you submit shall be subject to any obligation of confidence on the part of The Promoter, its agents, subsidiaries, affiliates, or third party service providers and their respective directors, officers and employees.
15. Only one entry per person per channel per draw will be accepted, which must be on an Instagram or Twitter account unique to the person. Where multiple entries are submitted, the first will be recognised as valid and all future entries will be excluded from each relevant prize draw.
16. Entries will not be carried forward to subsequent draws beyond the relevant draw into which it was entered.
17. It is the responsibility of the winners to provide their correct, up-to-date details at the time of acceptance in order for their prize to be processed. The Administrator, nor its fulfilment agent can be held responsible for the winners failing to supply accurate information which affects prize acceptance.

Prizes

18. There are 8 prizes available, with 1 winner for each prize draw:
 - a. The prizes to be won (each a “Prize” and collectively the “Prizes”), each consist of two (2) return -trip Air Canada Economy Class airfare tickets from London Heathrow Airport to one of Air Canada’s 200 #coolnotcold destinations around the globe (see link for all destinations). All flights must connect in Canada regardless of the chosen destination, valid on flights operated by Air Canada, Air Canada Express and Air Canada rouge. Codeshare flights are not eligible.. Flight reservation is subject to availability and the following dates are excluded:

2018/2019 blackout periods for promotional tickets

Blackouts for North America <small>(including Hawaii)</small> Restrictions pour l’Amérique du Nord <small>(incluant Hawaii)</small>
17 December / décembre 2018 to/a 08 January / janvier 2019 17 April / avril 2019 to/a 24 April / avril 2019 27 July / juillet 2019 to/a 10 August / aout 2019 18 December / décembre 2019 to 07 January / janvier 2020

Blackouts for International Restrictions pour toutes les destinations internationales
17 December / décembre 2018 to/a 08 January / janvier 2019 11 July / juillet 2019 to 03 September / septembre 2019 18 December / décembre 2019 to 07 January / janvier 2020

Blackouts for Sun destinations <small>(including Caribbean, Mexico and Central America)</small> Restrictions pour toutes les destinations Soleil <small>(incluant les Antilles, le Mexique et l’Amérique Central)</small>
17 December / décembre 2018 to/a 08 January / janvier 2019 11 July / juillet 2019 to 03 September / septembre 2019 18 December / décembre 2019 to 07 January / janvier 2020

17 December / décembre 2018 to/a 08 January / janvier 2019
27 February / février 2019 13 March / mars 2019
17 April / avril 2019 to 24 April / avril 2019
18 December / décembre 2019 to 07 January / janvier 2020

**Additional blackouts / specific destinations
Restrictions additionnelles / destinations spécifiques**

To Delhi/Mumbai: 15 October / octobre 2018 to/a 21 October / octobre 2018
From Delhi/Mumbai: 22 October / octobre 2018 to/a 29 October / octobre 2018
To/from Panama: (PTY) 15 January / janvier 2019 to/a 03 February / février 2019
To/from China/Hong Kong/Korea: 30 January / janvier 2019 to/a 03 February / février 2019
To/from China/Hong Kong/Korea: 07 February / février 2019 to/a 13 February / février 2019
From Japan: 24 April / avril 2019 to/a 29 April / avril 2019
To Delhi/Mumbai: 10 March / mars 2019 to/a 24 March / mars 2019
From Delhi/Mumbai: 17 March / mars 2019 to/a 31 March / mars 2019
To Delhi/Mumbai: 20 October / octobre 2019 to/a 3 November / novembre 2019
From Delhi/Mumbai: 25 October / octobre 2019 to/a 10 November / novembre 2019

- b. Travel must be completed on or before 31 December 2019. Travel does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program. No changes permitted to reservations once date of travel is confirmed or ticket has been issued.
 - c. All applicable fees, such as airport/departure taxes, security charges or other third party fees, taxes, or charges are included. The Prize winners and their travelling guest are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Prize originates and terminates there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. The use of upgrade certificates is not permitted for flights. Use of the airfare tickets are subject to Air Canada's general conditions of carriage publicly available at www.aircanada.com.
 - d. The approximate total value of each Prize is \$4,000 CAD and the approximate total value of the Prizes is \$80,000 CAD. Exact value of the Prize depends on point of departure and destination as well as time of travel. Prize must be accepted as awarded and may not be sold, transferred or converted to cash and will not be refunded if unused. No substitutions, changes or extensions are permitted. The promoter reserves the right at its sole discretion to substitute the Prize for one of equal or greater value or to allow a Prize transfer.
19. Maximum of 1 prize (pair of tickets) per household.
 20. The tickets will be dispatched to the relevant winners' home or available via their secure email addresses within 28 days of verifying the winners.

21. The prizes are non-negotiable, non-transferable and non-refundable. No cash alternative is available. Where a prize becomes unavailable for any reason, the Promoter reserves the right to substitute that prize for a prize of equal or higher value.
22. The Winner and their guests, must not have any limitations upon their ability or rights to travel to and from UK to the Air Canada's destination chosen. The right to refuse entry to any chosen destination country (including Canada even if it is not the final chosen destination) at the point of entry of your prize is held by Passport control and the country's authorities. The Promoter is not responsible for ensuring the Winner or their guest's ability to travel and is not responsible for any costs incurred should entry be refused by Passport control or the country's authorities.

Winners and guests take full responsibility for any risks associated with traveling to, in and from UK. Winners and guests must take into account any travel advice from the relevant government or authorities to ascertain if there are any issues with potential travel and the Promoter will try and assist with suitable alternatives should there be major concerns. So whilst they can advise and recommend, the Promoter is not responsible for any loss or damage incurred by the Winner or guests that arises from them not following the relevant government or authorities travel advice.

Winner Selection Process

23. There will be a total of 8 winners. 1 winner for each draw will be chosen on each of the following dates: 06/10/2018, 07/10/2018, 08/10/2018, 11/10/2018, 12/10/2018, 13/10/2018, 14/10/2018 and 15/10/2018.
24. The winners will be chosen at random via an independently verified, randomised computer process from all valid entries for each relevant period, then preliminary checks will be instigated.

The odds of winning the Prize will depend upon the total number of entries received from Eligible Participants during each of the relevant draws.

Winner Notification and claim process

25. The winners will be contacted initially via a comment on their promotional entry.
26. The winners will be asked to respond via a secure method for verification (including providing purchase receipt) and claim details. If a winner cannot be contacted or does not confirm acceptance of their prize within 7 days of notification, or refuses the prize, the Promoter reserves the right to withdraw the prize from the original winner who will have their prize forfeited and reallocate the prize to a replacement winner drawn at the same time as the original.
27. During the claim process the winners will be asked to confirm their name, email address, postal address and age to verify eligibility of the prize.

28. The Promoter reserves the right to verify the winners including but not limited to: asking for address identification, email address and further identity details, which they must provide within 14 days of being contacted.

General

29. Details of winners will be posted on the Air Canada Instagram and Twitter site at the end of the promotion for a relevant period. Alternatively, the full name and county of the winners send an email to kayleigh.stoneage@jwt.com with the subject line 'Air Canada Pouterie Winners' for a period of 3 months following the close of the promotion.

All entries submitted, and all information provided, by entrants must be complete and accurate.

The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotion's entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.

30. The Promoter is not responsible or liable for:
- any submissions that are lost or delayed due to faulty, failed or erroneous electronic data transmissions, communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of this promotion causing delays or disruption
 - claims which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be delivered for any technical, delivery or other reason. Proof of posting will not be accepted as proof of receipt as a result of inaccessibility or unavailability of the internet.

The contents of all entries submitted become property of the promoter. The promoter reserves the right to use the contents of entry submissions provided by entrants, for editorial, advertising, marketing and promotional purposes, without further compensation or notice, unless prohibited by law. Each Eligible entrant grants permission for promoter to use the contents of his/her entry submission for editorial, advertising, marketing and promotional purposes in any and all media now known or hereafter discovered, worldwide, in perpetuity, without compensation, notification or permission. Participants agree not to assert any moral rights in relation to such use where the moral rights in respect of the content are theirs to assert. Participants warrant that the materials contain no copyright materials, are their original works, have not been copied, in whole or in part, from any third party and they have full authority to grant these rights.

Data Protection: the Promoter will only use the personal details supplied for the administration of the promotion and as part of the promotion and for no other purpose, unless we have your consent. Your personal details will at all times be kept confidential and in accordance with the General Data Protection Regulations (GDPR).

Click <https://www.aircanada.com/uk/en/aco/home/legal/privacy-policy.html> for the Promoter's Privacy Policy. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to privacy_vieprivee@aircanada.ca. By

participating in the Promotion, entrants agree to have their submitted name and entry displayed on Instagram /Twitter page and agree that it may be used by Air Canada for any such purpose, at any time, without any fee or other form of compensation. The winners agree to participate in any reasonable publicity required by the Promoter with no recompense. You agree to the use of your personal data as described here. You can withdraw your consent at any time.

The full name and county of the winners will be made available by sending an email to contestinfo@aircanada.ca with the subject line 'Air Canada Poutinerie Winners' for a period of 3 months following the close of the promotion.

31. The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotions entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.
32. In the event of unforeseen circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to modify or suspend the promotion or these terms and conditions, either in whole or in part, with or without notice but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
33. The Promoter's decision in all promotional matters is final.
34. The Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. You are providing your information to Air Canada, not to Instagram or Twitter. By entering the promotion, all participants accept that they have no claim against Instagram or Twitter whatsoever. By entering the promotion, all participants agree to a complete liability release for Instagram or Twitter.
35. Any person posting, or seen to be posting, comments during the Promotion that are considered bullying, spiteful or upsetting to other participants, associates or directly aimed at the Promoter, will have their comments removed and will be disqualified from the Promotion. The Promoter reserves the right to alert Instagram or Twitter to any such behaviour, which may result in the person's account being frozen pending investigation.
36. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
37. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.

The Promotion and these terms are governed by English law and subject to the exclusive jurisdiction of the English and Welsh courts.