

## **"WAY TO THE SUN" CONTEST OFFICIAL CONTEST RULES AND REGULATIONS**

The "Way to the Sun" Contest (hereinafter the "**Contest**") is brought to you by Air Canada (hereinafter the "**Contest Sponsor**"). The Contest starts on November 4, 2019, at 9:00 a.m. EST and closes on November 17, 2019, at 11:59 p.m. EDT (hereinafter the "**Contest Period**").

### **1. Eligibility**

The Contest is open to all Canadian residents having reached the legal age of majority in their province or territory of residence prior to the Contest Period (hereinafter an "**Eligible Participant**"). Employees, representatives or agents of Air Canada and its subsidiaries and affiliates, media partners, advertising and promotional agencies, travel agencies, travel wholesalers or consolidators, or other persons or entities engaged in the selling or distribution of air transportation or packages comprising of air transportation, and members of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled are not eligible to enter the Contest.

### **2. How to participate in the Contest**

No purchase necessary.

#### **Facebook® entry**

To enter the contest, log in online to [www.facebook.com/aircanadarouge](http://www.facebook.com/aircanadarouge). From the Facebook page, Eligible Participants must watch the Air Canada Rouge "Way to the Sun" video and count the number of pink flamingos (this includes real and fake flamingos) they see in the video. Eligible Participants must then provide the correct answer directly in the comments to the post in question. Each correct answer will be considered an eligible entry (each an "**Eligible Entry**").

Limit of one Eligible Entry permitted per participant during the Contest Period.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating in the Contest, Eligible Participants acknowledge that they are providing their information to the Contest Sponsor and not to Facebook.

### **3. Grand prize**

There is one grand prize (hereinafter the "**Grand Prize**") to be won consisting of One (1) Florida Plus Flight Pass that includes eight (8) flight credits for up to two (2) travelers, traveling from a major Canadian airport served by Air Canada closest to the winner's place of residence to a the destinations in the Florida Plus Flight Pass which includes Florida, Mexico, the Caribbean, Phoenix, Las Vegas and New Orleans. Flight credits are valid for twelve (12) months from the date of activation as further detailed below. Complimentary advance seat selection.

### **4. Conditions Applicable to the Prize**

The Prize must be used in accordance to the current terms and conditions applicable to Flight Passes that are available on the dedicated web page of the Air Canada website: <https://www.aircanada.com/ca/en/aco/home/book/flight-passes.html>. Such terms include the following (which are subject to change). In the event of a conflict between the terms provided below and the terms provided on the Air Canada website, the terms of the Air Canada website shall prevail.

**Aeroplan Membership Required.** In order to benefit from the Prize, the winner is required to have a valid Aeroplan membership and password number at time of activation of the Prize and during the entire validity period of the Prize (as detailed below). To become an Aeroplan member, participants may enroll at <https://www.aeroplan.com/home.do>. For new enrollments, the activation of the Aeroplan membership may take up to 72 hours.

However, travel through the use of the Grand Prize does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program.

**Validity Period.** This Flight Pass is valid for 12 consecutive months from the date of activation. Travel must be booked and completed within this validity period. All unused flight credits remaining beyond the Flight Pass expiration date will be forfeited. No extensions will be permitted. Flight Pass will expire at 11:59 pm (GMT) on the one-year anniversary of its activation date.

One month prior to the Flight Pass expiration date, the Flight Pass may be extended for 3 months for a \$300 CAD fee, plus taxes. This fee is subject to change. Extension fee will be assessed at time of Flight Pass extension. Extension fee is subject to change at any time without notice.

A Flight Pass extension can be processed one time per pass and must be completed prior to pass expiration. All unused flight credits remaining beyond Flight Pass expiration date, or extended expiration date, will be forfeited.

**Booking Flight Credits.** Once the Flight Pass is activated, all bookings can be done through the dedicated page for Flight Passes on the Air Canada website: <https://www.aircanada.com/ca/en/aco/home/book/manage-bookings/flight-pass-summary.html>

One (1) flight credit is required per one-way journey, including connections. Flight credits are non-transferable and can only be used by the purchaser. Flight credit bookings are subject to availability of a Flex fare option (M booking class).

Bookings are permitted up to one (1) hour prior to departure for flights to the USA and within Canada, and two (2) hours for all other international destinations.

Flight credits may be available for booking only 24 hours after purchase once purchase procedures have been finalized.

Flight credits can be used only for flights operated by Air Canada, Air Canada rouge and participating Air Canada Express carriers. Codeshare flights are not permitted.

Flights and routes may be seasonal and are subject to change without notice at any time; flights and routes might also operate on a limited frequency and are subject to government approval.

The booking and travel are subject to all applicable rules, policies, terms and conditions of carriage and tariffs. For instance, the offering of special services (e.g. unaccompanied minors, customers with special needs, travelling with an infant / child, travelling with a pet) is subject to conditions and restrictions; visit Information and Services for more information. Flight Pass travel is subject to Air Canada's checked baggage policies.

**Changes and Cancellations.** The Prize winner acknowledges that certain fees may be charged for changes and cancellations.

The Grand Prize winner is responsible for all fuel, insurance, surcharges, taxes, fees and other applicable charges with a credit card at time of booking. The Grand Prize winner and their travelling companion 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 layovers; meals and beverages; service charges; in-flight meals and entertainment; costs incurred to and from the departure point as the Grand 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](http://www.aircanada.com).

**The approximate total value of the Grand Prize is CAN \$4704** and the exact value of the Grand Prize depends on point of departure and destination as well as time of travel. Grand 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. Contest Sponsor reserves the right at its sole discretion to substitute the Grand Prize for one of equal or greater value or to allow a Grand Prize transfer.

## **5. Grand Prize draw**

A random draw from all Eligible Entries received from Eligible Participants during the Contest Period to select the winner(s) of the Grand Prize will be held at the Contest Sponsor's offices located at 7373 Cote-Vertu Blvd. West, Saint-Laurent, QC, on November 22, 2019, at 1 p.m. EDT. The odds of winning the Grand Prize will depend upon the total number of entries received from Eligible Participants during the Contest Period.

## **6. Claiming of Grand Prize**

In order to be declared a winner and to be able to claim the Grand Prize, the Eligible Participant selected by random draw will be contacted via private message on Facebook by the Contest Sponsor shortly following the draw and must confirm acceptance as a selected Eligible Participant within three (3) calendar days of contact. If the selected Eligible Participant cannot be contacted, another Eligible Participant will be selected by way of random draw. Before being declared a winner, each selected Eligible Participant will be required to answer a time-limited, mathematical skill-testing question and sign a release and waiver form confirming, without limitation, that:

- he/she complies with the eligibility requirements;
- he/she has read the Contest Rules and Regulations and complies completely;
- he/she accepts the Grand Prize as awarded;
- he/she acknowledges the Contest Sponsor's right to publish his/her picture, name and city of residence without compensation other than the Grand Prize offered;
- he/she successfully answers a time-limited, mathematical skill-testing question; and
- he/she releases and agrees to hold harmless of all liability the Contest Sponsor, its respective subsidiaries and affiliates, media partners, advertising and promotional agencies, and each of the foregoing entities' directors, officers, employees, contractors and agents.

7. No correspondence will be undertaken except with the selected Eligible Participant whose eligible entry was drawn. Once an Eligible Participant is declared a winner by the Contest Sponsor, the Contest Sponsor will send the Eligible Participant a letter containing the details on how to redeem his/her Grand Prize (i.e., reservation of the flights).

## **8. General Terms and Conditions**

All entries submitted, and all information provided, by Eligible Participants must be complete and accurate. The Contest Sponsor will not be held responsible for any technological malfunctions, telephone or internet interruptions and/or any late/incomplete/erroneously completed prize claims or release and waiver forms.

The contents of all entries submitted become the property of the Contest Sponsor. The Contest Sponsor 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 Participant grants permission to the Contest Sponsor to use the contents of his/her entry submission, including name and address, 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.

By entering the Contest, Eligible Participants expressly consent to the Contest Sponsor, media partners and advertising and promotional agencies storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with the Contest Sponsor's Privacy Policy publically available on the Contest Sponsor's website.

All entries are subject to verification by the Contest Sponsor and may be disqualified if they are received outside of the Contest Period, are incomplete, illegible, irregular, photocopied or otherwise reproduced, submitted through illicit means, or if they contain any false statements or do not conform to or satisfy any condition of these Contest Rules and Regulations.

By entering the Contest, Eligible Participants agree that the Contest Sponsor reserves the right to publish without compensation the full name, city of residence and photograph of all winners, and Eligible Participants waive all rights with respect to printed, broadcast and other forms of publicity. Eligible Participants further agree that all entries submitted, and their content become the property of the Contest Sponsor and will not be returned.

Eligible Participants agree to be bound by all decisions of the Contest Sponsor regarding the Contest, which shall be final and binding in all respects.

Eligible Participants agree that the Contest Sponsor is not liable for any incorrect or inaccurate transcription of entry information, or for any error or malfunction of any kind in connection with the Contest. If the Contest is not capable of running as planned for any reason, including tampering, unauthorized intervention, fraud, technical failures, or any other cause, the Contest Sponsor reserves the right, at its sole discretion, to, without advance notice, terminate or suspend the Contest, in whole or in part, or modify it in any way, without any further obligations to Eligible Participants. Furthermore, if the Contest Sponsor determines, at its sole discretion, that any entry compromises the integrity of the Contest, the Contest Sponsor reserves the right to disqualify the entry at issue or terminate the Contest in its entirety without any further obligations to Eligible Participants. The Contest Sponsor further reserves the right, at its sole discretion, to disqualify any individual from the Contest and to ban the individual from any future contest of the Contest Sponsor who it finds or believes to be tampering with the entry process or the operation of the Contest, or to be acting in violation of the Contest Rules and Regulations or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

By entering this Contest, Eligible Participants agree to release and hold harmless the Contest Sponsor, its respective subsidiaries and affiliates, media partners, advertising and promotional agencies, and each of the foregoing entities' respective directors, officers, employees, agents, representatives and successors and assigns the aforementioned from any liability in connection with the Contest or, if declared a winner, the Prize awarded and use thereof.

The Contest is subject to federal, provincial and local rules and regulations.

For Quebec residents only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement. All issues and questions concerning the construction, validity, interpretation and enforceability of these official contest rules or the rights and obligations of an Eligible Participant in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

Eligible Participants may obtain the Grand Prize winner's name between November 12 and 26, 2018, by addressing their request, accompanied by a self-addressed envelope with sufficient postage to:

**"Way to the Sun" Contest**

**Marketing Communications – YUL 1240 ZIP**

**Air Canada**

**7373 Côte-Vertu Blvd. West, Saint-Laurent, QC H4S 1Z3**

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