

## DISCOVER CANADA CONTEST OFFICIAL CONTEST RULES AND REGULATIONS

The Discover Canada Contest (hereinafter the "Contest") is brought to you by Air Canada (hereinafter the "Contest Sponsor"). The Contest starts on June 29, 2021 at 9:00 a.m. EST and closes on July 11, 2021 at 11:59 p.m. EST (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 Aeroplan, Air Canada and its subsidiaries and affiliates, media partners, advertising and promotional agencies, 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.

### **Method 1: Twitter® Entry**

To enter the Contest, Eligible Participants must make a public post on Twitter during the Contest Period sharing which Canadian destination is on their bucket list and tag who they would bring along on the trip. Posts must include the hashtag #ACDiscoverCanada in the caption.

### Method 2: Instagram® Entry

To enter the Contest, Eligible Participants must make a public in-feed post on Instagram during the Contest Period sharing which Canadian destination is on their buck list, and tag who they would bring along on the trip. Posts must include the hashtag #ACDiscoverCanada in the caption.

## Method 3: Mail-In Entry

Eligible Participants can also enter by mailing a 50-word essay on which Canadian destination is on their bucket list and who they would bring along on the trip, along with their name, address, email and telephone number to:

Discover Canada Contest
Marketing Communications – YUL 1240 ZIP
Air Canada
7373 Côte-Vertu Blvd. West
Saint-Laurent, QC H4S 1Z3

Only one entry per envelope is allowed, at a maximum of one mail-in entry per Eligible Participant. Hand-written entries must be received by July 12, 2021, inclusive. The

Contest Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed mail-in entries.

(each method of entry hereinafter referred to as an "Eligible Entry").

# A limit of one (1) Eligible Entry per method of entry is permitted per Eligible Participant during the Contest Period.

No purchase necessary. Creating a Twitter or an Instagram account is free. Although online access is required in order to enter the Contest via the first and second methods of entry many public libraries, Internet cafés, retail businesses and other locations offer free internet access (subject to Covid-19 restrictions).

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram (each, a "**Social Platform**"). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not to the Social Platform. To be considered an Eligible Participant and to participate to this Contest, you may only use your personal public Social Platform account(s) (not protected) to participate in this Contest. You understand that you are providing your information to the Contest Sponsor and not to the Social Platform.

To be eligible, all content and materials associated with your entry (regardless of the method of entry) (collectively, the "**Submission**") must: (i) be submitted and received in accordance with these Contest Rules during the applicable Contest Period; (ii) include all required components and materials noted above; (iii) comply with these Contest Rules, including, but not limited to, the General Term and Conditions listed below; and (iv) comply with the terms, rules, policies and guidelines of the applicable Social Platform (i.e. Twitter or Instagram, as applicable) (the "**Social Platform Rules**") (all as determined by the Contest Sponsor in its sole and absolute discretion). By participating in this Contest, including without limitation submitting an Eligible Entry, you signify that you have read and agree to be legally bound by these Contest Rules.

By entering the Contest, each Eligible Participant agrees that his or her Eligible Entry conforms to the Content Restrictions as defined below and that Contest Sponsor may, in its sole discretion, disqualify an Eligible Participant from the Contest if it believes, in its sole discretion, that the Eligible Entry fails to conform with the following restrictions (collectively, the "Content Restrictions"):

- Posts, emails, essays, and/or videos (each, a "Creative Work") must be an original creation of the person submitting it, and must not be illegal, defamatory, hateful or in any way obscene, or disparage Contest Sponsor or any other person or party.
- The Creative Work must not contain material that is unlawful, in violation of or contrary to the laws or regulations of any jurisdiction where they are created, or that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights.
- The Creative Work must be consistent with the image and values of Contest Sponsor and be consistent with and satisfy the purpose of the Contest.

### 3. Prizes

There is one (1) prize (hereinafter the "**Prize**") to be won consisting of:

• One (1) Air Canada Coast-to-Coast Flight Pass (the "**Flight Pass**") that includes eight (8) flight credits flex fare, valid for up to two (2) travelers, from the major Canadian airport served by Air Canada closest to the winner's place of residence, to any destination in the Air Canada Coast-to-Coast Flight Pass route in Canada (terms and conditions detailed below).

The approximate total value of the Prize is CAN \$4774.80. Exact value of the Prize depends on point of departure and destination as well as time of travel. The 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 Prize for one of equal or greater value or to allow a Prize transfer.

The Prize winner and his/her travelling companion understand and acknowledge the risks related to the spread of infectious or contagious diseases and understands it remains his/her responsibility to take the necessary precautions applicable to any health hazards, including but not limited to Covid-19. The Prize winner also understands it is his/her responsibility to verify if his/her travel insurance policy covers incidents related to Covid-19.

The Prize winner and his/her travelling companion are also aware of Air Canada's CleanCare+ Program and the mandatory health and safety measures, including but not limited to pre-flight customer temperature checks, mandatory protective face coverings, and health screening questions. For more information, please visit the Air Canada webpage for Covid Updates.

The Prize winner is responsible for all fuel, insurance, surcharges, taxes, fees and other applicable charges with a credit card at time of booking. The 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 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.

## **Terms and Conditions Applicable to the Flight Pass**

The Flight Pass 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: <a href="https://www.aircanada.com/ca/en/aco/home/book/special-offers/flight-pass/coast-to-coast-pass.html">https://www.aircanada.com/ca/en/aco/home/book/special-offers/flight-pass/coast-to-coast-pass.html</a>. 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 Flight Pass, the winner is required to have a valid Aeroplan membership and password number at time of activation of the Flight Pass and during the entire validity period of the Flight Pass (as detailed below). Enrollment in the Aeroplan program is free. Eligible Participants may enroll at <a href="www.aircanada.com/aeroplan/member/enrolment">www.aircanada.com/aeroplan/member/enrolment</a>. For new enrollments, the activation of the Aeroplan membership may take up to 72 hours.

Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program.

**Validity Period.** The Flight Pass is valid until July 27, 2022. 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. Fight Pass will expire at 11:59 pm (GMT) on July 27, 2022.

**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: <a href="https://www.aircanada.com/ca/en/aco/home/book/manage-bookings/flight-pass-summary.html">https://www.aircanada.com/ca/en/aco/home/book/manage-bookings/flight-pass-summary.html</a>

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). Complimentary advance seat selection is included, subject to availability.

Bookings are permitted up to one (1) hour prior to departure for flights within Canada.

Flight credits may be available for booking only 24 hours after redemption once the redemption has 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, which can be found on www.aircanada.com. 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.

#### 4. Prize Draw

A random draw from all Eligible Entries received from Eligible Participants during the Contest Period to select the winner(s) of the Prize will be held virtually at the Contest Sponsor's offices located at 7373 Cote-Vertu Blvd. West, Saint-Laurent, QC, on July 13, 2021, at 1 p.m. EST.

The odds of winning the Prize will depend upon the total number of Eligible Entries received from Eligible Participants during the Contest Period.

## **5.** Claiming of the Prize

In order to be declared a winner and be able to claim the Prize, the Eligible Participant selected by random draw will be contacted by Direct Message on Instagram, or Direct Message on Twitter by the Contest Sponsor or one of its agents or representatives, 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 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 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 and its subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents.

No correspondence will be undertaken except with the selected Eligible Participants 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 Prize.

### **6. General Terms and Conditions**

All entries submitted, and all information provided, by Eligible Participants must be complete and accurate. 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 property of the Contest Sponsor. 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 for 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, 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 publicly available on 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 to 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; 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 and its subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns 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.

**Governing Law**. 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.

**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 Prize winner's name between July 17, 2021 and August 17, 2021, by addressing their request, accompanied by a self-addressed envelope with sufficient postage to:

Discover Canada Contest

Marketing Communications – YUL 1240 ZIP

Air Canada

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

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