

TAKEOUT TO TAKEOFF CONTEST OFFICIAL CONTEST RULES AND REGULATIONS

The Takeout to Takeoff Contest (the "**Contest**") is brought to you by Air Canada (the "**Contest Sponsor**"). The Contest starts on May 26, 2020 at 9:00 a.m. EST and closes on June 7, 2020 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 and who are active Aeroplan members (create an Aeroplan account [for free here](#)) (an "**Eligible Participant**"). Employees, representatives or agents of Air Canada, Aeroplan 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.

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.

2. How to participate in the Contest

Method 1: Mail-In Entry. NO PURCHASE NECESSARY.

To enter the Contest, Eligible Participants can mail a fifty (50) words essay in French or in English describing their passion for food and their favorite take-out restaurant to date also indicating their name, address, email address and telephone number to the following address:

Air Canada
4th Floor, 20 Queen Street West
Toronto, Ontario M5H 3H3
C/O: Brand Experience

Entries must be received at the above-mentioned address before June 7th, 2020 11:59 p.m. EST. The Contest Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed mail-in no purchase necessary entry requests. Essays that are not an original creation of the person submitting it, or which are illegal, defamatory or in any way obscene, all as solely determined by the Contest Sponsor, will be disqualified.

Method 2: Twitter Entry

To enter the Contest, Eligible Participants can post a photograph of their plated takeout meal on Twitter during the Contest Period and include the hashtag

#ACTakeoutToTakeoff in the caption. Eligible Participants may tag the restaurant where they purchased their takeout meal, although tagging is not required.

Method 3: Instagram Entry

To enter the Contest, Eligible Participants can post a photograph of their plated takeout meal on Instagram during the Contest Period and include the hashtag #ACTakeoutToTakeoff in the caption. Eligible Participants may tag the restaurant where they purchased their takeout meal, although tagging is not required.

(each method of entry hereinafter referred to as an “**Eligible Entry**”).

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

3. Prizes

There are two (2) prizes (individually the “**Prize**” and collectively the “**Prizes**”) to be won consisting of:

- i) **First Prize:** Two (2) Economy class round-trip tickets onboard any flight operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada Rouge) from the major Canadian airport served by Air Canada closest to the winner’s place of residence to Vancouver International Airport (YVR), a one-night stay (double occupancy) at a downtown Vancouver, BC hotel chosen by Air Canada, one CAD \$250 gift certificate to Nightingale restaurant (1017 W Hastings St, Vancouver, BC), and ground transportation costs in Vancouver up to a maximum of CAD \$250.

In addition, this Prize includes either (a) **or** (b) **or** (c) depending on the applicable case (only applicable to the winner and not applicable to the person accompanying):

- (a) If the Eligible Participant does not hold an Air Canada Altitude status for 2020, the Prize will include Air Canada Altitude Prestige 25K status valid through 2021. This prize will be credited in the Air Canada Altitude account that will be created for the winner by August 31, 2020.
- (b) If the Eligible Participant validly holds either Air Canada Altitude Prestige 25K status, Air Canada Altitude 35K status or Air Canada Altitude 50K status for 2020, the Prize will include a one-level Altitude status upgrade. For example, an Aeroplan member with Altitude 35K status will become an Altitude 50K status through 2021. This prize will be credited in the winner’s Air Canada Altitude account by August 31, 2020.
- (c) If the Eligible Participant validly holds either Air Canada Altitude 75K status or Air Canada Altitude 100K status for 2020, the Prize will include a bonus of 25,000 Altitude Qualifying Miles (AQM). This bonus will be credited by August 31, 2020 to the Eligible Participants’ Air Canada Altitude account. These bonus Altitude Qualifying Miles (AQM) do not count towards Million Miles recognition.

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- ii) Second Prize:** Two (2) Economy class round-trip tickets onboard any flight operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada Rouge) from the major Canadian airport served by Air Canada closest to the winner's place of residence to Montréal-Pierre Elliott Trudeau International Airport (YUL), a one-night stay (double occupancy) at a downtown Montreal, QC hotel chosen by Air Canada, and one CAD \$250 gift certificate to Park restaurant (378 Victoria Ave, Westmount, QC), and ground transportation costs in Montreal up to a maximum of CAD \$250.

In addition, this Prize includes either (a) **or** (b) **or** (c) depending on the applicable case (only applicable to the winner and not applicable to the person accompanying the winner):

- (a) If the Eligible Participant does not hold an Air Canada Altitude status for 2020, the Prize will include Air Canada Altitude Prestige 25K status valid through 2021. This prize will be credited in the Air Canada Altitude account that will be created for the winner by August 31, 2020.
- (b) If the Eligible Participant validly holds either Air Canada Altitude Prestige 25K status, Air Canada Altitude 35K status or Air Canada Altitude 50K status for 2020, the Prize will include a one-level Altitude status upgrade. For example, an Aeroplan member with Altitude 35K status will become an Altitude 50K status through 2021. This prize will be credited in the winner's Air Canada Altitude account by August 31, 2020.
- (c) If the Eligible Participant validly holds either Air Canada Altitude 75K status or Air Canada Altitude 100K status for 2020, the Prize will include a bonus of 25,000 Altitude Qualifying Miles (AQM). This bonus will be credited by August 31, 2020 to the Eligible Participant's Air Canada Altitude account. These bonus Altitude Qualifying Miles (AQM) do not count towards Million Miles recognition.

Reservations for flight and accommodations are subject to availability and subject to the then-applicable travel restrictions. More information can be found [here](#). The following flight blackout dates apply: December 25 – January 2, 2020 and December 25 – January 2, 2021. Travel must be completed within twenty-four (24) months from the date the Prize is awarded to the winner. 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.

The Prizes are subject to the full terms and conditions of the Aeroplan Program which are available online at www.aeroplan.com and to the full terms and conditions of the Air Canada Altitude Program available online at www.altitude.aircanada.com.

The Prize winners are responsible for all fuel, insurance, surcharges, taxes, fees and other applicable charges with a credit card at time of booking. The Prize winners 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 (except what is provided for in the Prize), gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers,

meals and beverages (except what is provided for in the Prize), 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.

Total approximate value of each Prize is CDN \$5,850.00

Exact value of each Prize depends on point of departure, destination, time of travel as well as the applicable Air Canada Altitude status portion of the Prize. 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.

4. Prizes Draw

On June 10, 2020, two (2) Eligible Participants will be chosen as potential winners of the Contest through the selection process detailed below. A panel consisting of two (2) world-renowned chefs (the "**Judges**") will judge the contents of all Eligible Entries received based on the following criteria (the "**Criteria**"):

- Visual quality of submission (35% for Twitter and Instagram Entries):
 - Resolution
 - Composition
 - Exposure balance
 - Clarity
 - Color
 - Visual appeal
- Creativity/Originality (35% for Twitter and Instagram Entries / 60% for Mail-In Entries)
- Relevance to Contest theme (30% for Twitter and Instagram Entries / 40% for Mail-In Entries)

The most compelling submission (as determined by the Judges in their absolute discretion pursuant to the application of the Criteria) from among all Eligible Entries will be deemed a winning submission. The Eligible Participant who submitted each such potential winning submission will be deemed the winner of the Prize. The decisions of the Judges shall be final and binding (and without appeal) and may not be challenged in any way.

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 Prizes

In order to be declared a winner and be able to claim the Prize, Selected Eligible Participants 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 selection 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. 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 Contest Sponsor, Contest Sponsor will send the Eligible Participant a letter containing the details on how to redeem his/her Prize (i.e. reservation of the flights).

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.

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 winners' names between July 6, 2020 and July 10, 2020, by addressing their request, accompanied by a self-addressed envelope with sufficient postage to:

20 Queen Street West, 4th floor
Toronto, Ontario
M5H 3R3
Canada

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