

## Rules and Regulations

### Transat Distribution Canada “zaluna Travel Gift Card” Contest (the “Contest”)

#### OFFICIAL CONTEST RULES (“Official Rules”)

Please read these Official Rules in their entirety before entering the Contest. You are not eligible to enter the Contest unless you agree to these Official Rules. Participation in the Contest constitutes full and unconditional agreement and acceptance of the Official Rules, which are final on all matters relating to the Contest.

- I. The Contest is being conducted by Transat Distribution Canada Inc. (the “Sponsor”). The Contest commences on Monday October 23, 2023 at 9:01 AM (EDT) and closes at 23:59 PM (EDT) on Sunday December 31, 2023 (the “Promotion Period”). To be eligible for the Prize Draw, all entries must be complete and received within the Promotion Period.
- II. No purchase is necessary to enter the Contest and a purchase will not increase the chances of winning.

#### ELIGIBILITY

This contest is open to Canadian residents who have reached the legal age of majority on the date of entry (“Eligible Entrants”). Prizes will be awarded regionally.

#### EXCLUSIONS

Employees, representatives, agents, or delegates of the sponsor and its subsidiaries and affiliated companies, media partners, advertising and promotional agencies of any of the aforementioned individuals, and persons with whom any of these individuals reside are not eligible for the contest. The contest is subject to all federal, provincial, and municipal laws and regulations in effect in Canada. The contest is void where prohibited by law.

#### HOW TO PARTICIPATE IN THE CONTEST

I. Participation with Purchase. An invitation to participate in the contest will be sent in an email following the confirmation of your order. Subsequently, eligible participants must click on the email link to register. To do so, participants must provide their full name, phone number, age, province, and email address and also enter their shipping order number as indicated in the order confirmation email when a purchase of a zaluna travel gift card of \$100 or more is made on the zaluna.ca website. By participating in the contest, eligible participants agree to comply with this Regulation as well as the general terms and the Privacy Statement of the contest.

II. No purchase or consideration required. To participate in the contest without making a purchase, by mail, eligible participants must write a 100-word essay describing their dream vacation and complete the form by providing their full name, phone number, age, province, and email address. Then, mail your letter to the following address: "zaluna Contest," 300 Léo Pariseau Street, Suite 1200, Montreal, Quebec, H2X 4C2, to be received no later than December 31, 2023. Upon receipt of the contest entry, participants will be automatically entered and have a chance to win. Only one entry per person, per home address will be accepted. Mechanical reproductions will be rejected.

#### PRIZE DESCRIPTIONS - FOR RESIDENTS OF THE PROVINCES OF ONTARIO, QUEBEC, AND NEW BRUNSWICK

In total, eight (8) Transat travel credits valued at \$2,500 each, and one (1) \$1,500 travel credit from Tours Chanteclerc.

For the \$2,500 Transat travel credit, the winner can use this credit at the nearest Club Voyages or Marlin Travel agency to their home.

For the \$1,500 travel credit from Tours Chanteclerc, the winner can use this credit at the nearest Club Voyages or Marlin Travel agency to their home.

**PRIZE DESCRIPTIONS - FOR RESIDENTS OF THE PROVINCES OF PRINCE EDWARD ISLAND, NOVA SCOTIA, NEWFOUNDLAND AND LABRADOR, MANITOBA, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA, YUKON, NORTHWEST TERRITORIES, AND NUNAVUT.**

In total:

One (1) \$1,000 Air Canada Vacations travel credit.

Two (2) \$1,000 Collette travel credits.

One (1) \$1,000 Exodus Travel travel credit.

One (1) G Adventure Costa Rica Quest tour for 2 (land portion only) valued at \$3,400.

One (1) \$1,000 Norwegian Cruise Lines travel credit.

Two (2) one-month, second-class Eurail Global Rail Passes Flex.de from Rail Europe.

One (1) \$1,000 Travel Brands travel credit.

One (1) \$1,000 Trafalgar travel credit.

One (1) \$1,000 Costsaver travel credit.

One (1) \$1,000 Brendan travel credit.

One (1) \$1,000 Contiki travel credit.

One (1) \$1,000 Insight travel credit.

One (1) \$1,000 Luxury Gold travel credit.

One (1) flight credit (domestic flight) for two with a maximum value of \$1,000 from WestJet.

One (1) \$1,000 WestJet Vacations gift card.

Please note that the prizes listed above may have different terms and conditions of use as stated here, depending on the case. The travel credits are not credit or debit cards. The value is in Canadian dollars. Without limiting the foregoing, the prize cannot be sold or exchanged, must be accepted as awarded, and cannot be substituted, redeemed, or exchanged for cash, credit, or any other prize. The sponsor reserves the right to replace the prize, in whole or in part, with another prize of equal or greater value. No credit or refund will be granted if the prize is not used. The prize cannot be combined with any other promotional offer or offer provided by the sponsor.

## **DRAW**

The draw will be conducted on January 16, 2024, at 3:00 PM (Ontario time), randomly by computer, from all eligible entries received during the contest period. The participant to whom the selected entry belongs will become the selected participant ("selected participant").

## **CLAIMING THE PRIZE**

To be declared a winner, the selected participant must agree to comply with all the general conditions of this Regulation.

The selected participant will be contacted by phone or email within seventy-two (72) hours following the draw. Attempts to contact the selected participant will be made over a period of seven (7) days, using the provided contact information. Once reached, the selected participant must sign the Winner's Declaration Form, which will be sent to them by the sponsor via email, and return it within 5 days of receiving it.

Any selected participant must have answered the mathematical skill-testing question correctly and unaided.

If the sponsor cannot reach the selected participant during the period mentioned above or if the selected participant has not returned the required documents within the specified time, the prize will be forfeited, and another winner will be selected. This method will be repeated until a winner is duly confirmed.

Failure to comply with any of the conditions stated in this Regulation or to accept the prize will result in the disqualification of the selected participant.

Arrangements for awarding the prize will be made directly with the confirmed winner within four (4) weeks of the date when the participant was declared the winner. The chances of being selected vary depending on the total number of eligible entries received by region

## **GENERAL**

I. All registrations and declaration forms may be subject to verification by the sponsor. Those that are, as the case may be, incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, filed or transmitted late, containing an invalid phone number or otherwise non-compliant may be rejected and will not entitle the participant to the prize.

II. The sponsor reserves the right, at its sole discretion, to disqualify any person found guilty of tampering with the registration process or the conduct of the contest, or using automated methods to attempt to enter additional contest entries or violating this Regulation; who annoys, mistreats, threatens or harasses any person, or acts in a way that disrupts the proper conduct of the contest. If such attempts are made, the sponsor reserves the right to reject the participant's entries and seek redress under the law. If it is determined that a participant has entered the contest in a manner not in compliance with this Regulation, the participant will be disqualified, and all their entries will be canceled. For the purposes of this Regulation, participants include their successors, heirs, assigns, executors, or administrators.

III. If, for any reason, any part of this contest does not proceed as planned due to a computer virus, worm, bug, tampering, unauthorized intervention, fraud, technical failures, or any other errors of any kind that, in the exclusive

opinion of the sponsor, may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, the sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the contest, subject to the approval of the Régie des alcools, des courses et des jeux du Québec or other competent authorities, if required. In such circumstances, the sponsor will select a new winner from entries received before the problem occurred or in another manner deemed fair and just by the sponsor or the organization responsible for the contest.

IV. The sponsor, its affiliated and subsidiary companies, advertising agencies, internet services, and promotional agencies, the independent organization responsible for the contest, prize suppliers and their shareholders, directors, officers, employees, agents, representatives, successors, and assigns are not responsible for typographical or other errors in the offer or administration of this contest, including, but not limited to, errors in advertising, Regulations, winner selection, and announcement, or prize distribution.

V. By participating in the contest, selected participants must complete and sign a Winner's Declaration Form confirming their compliance with this Regulation, their acceptance of the prize as awarded without substitution, and their release of the sponsor, its affiliated and subsidiary companies, advertising agencies, internet services, and promotional agencies, the independent organization of the contest, prize suppliers and their shareholders, directors, officers, employees, agents, representatives, successors, and assigns (collectively, the "releasees") from any claims, liabilities, losses, and damages arising from the participant's participation in the contest or the acceptance, use, or misuse of the prize in connection with the contest. The releasees are not and cannot be held responsible for (a) lost, late, stolen, damaged, unreadable, misdirected, incomplete, or incorrect entries; (b) any situation beyond the control of the releasees that disrupts or corrupts the contest; or (c) fraudulent use, theft, typographical errors, or omissions in the offer or administration of this contest.

VI. By participating in the contest, participants consent to the collection, use, and disclosure of their personal information by the sponsor for the purpose of administering the contest and awarding prizes.

VII. By accepting any prize, every winner authorizes the sponsor and its representatives to use, if required, their personal information such as their name, address (city, province), and image, unless otherwise consented. Any participant may be required to sign a confirmation to this effect.

VIII. All information and documents related to the contest, including, but not limited to, registration forms and the Winner's Declaration Form, remain the exclusive property of the contest sponsor and will not be returned to participants under any circumstances. The sponsor, its affiliated and subsidiary companies, advertising agencies, internet services, and promotional agencies, the independent organization responsible for the contest, prize suppliers and their shareholders, directors, officers, employees, agents, representatives, successors, and assigns, and the persons for whose benefit this contest is held cannot be held responsible for lost, stolen, late, damaged, unreadable, or misdirected entries during the contest period. Any deliberate attempt to sabotage the proper conduct of the contest constitutes a violation of civil and criminal laws.

IX. If any section of this Regulation is declared or deemed null, void, or unenforceable, this section will be considered null, but all other sections that are not affected will be applied to the extent permitted by law. This contest will be conducted in accordance with this Regulation, subject to modification by the sponsor. The sponsor reserves the right to cancel or suspend the contest or modify the Regulation at any time and without notice.

X. The sponsor and the persons for whose benefit this contest is held shall not assume any responsibility of any kind in all cases where their inability to act results from an event or situation beyond their control or a strike, lockout, or any other labor dispute in the establishments of the organizations or companies whose services are used to hold this contest.

XI. For eligible participants residing in Quebec, a dispute regarding the organization or conduct of an advertising contest may be submitted to the Régie des alcools, des courses et des jeux for resolution. A dispute regarding the award of a prize may be submitted to the Régie solely for the purpose of attempting to resolve it.

XII. In the event of inconsistency or discrepancy between this Regulation and the terms or explanations appearing on the registration form or any advertising related to the contest, the terms of this Regulation prevail.

XIII. In the event of a conflict between the terms of the contest Regulation in French and the terms of the contest Regulation in English, the terms of the contest Regulation in French shall prevail.

XIV. The Régie des alcools, des courses et des jeux du Québec is not in any way bound by the contest and cannot be held responsible in any way for any issues related to the contest.

XV. By participating in the contest, participants agree to be bound by this contest Regulation and the decisions of the sponsor, which are final and binding in all respects, including, but not limited to, decisions regarding the eligibility or disqualification of entry forms and the awarding of prizes. The contest is subject to all applicable laws and regulations. Only selected participants will be contacted. The contest is subject to all applicable laws.