

Rules and Regulations

Transat Distribution Canada's "Mother's Day Time Away!" 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.

NO PURCHASE IS NECESSARY TO ENTER THE CONTEST AND A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING.

1. The Contest is being conducted by Transat Distribution Canada Inc. (the "**Sponsor**"). By entering in the Contest, Contestants agree to be bound by the Official Rules and to the terms and conditions of the Contest.
2. The Contest commences on Monday April 15, 2019 at 12:00:00 PM (EST) and closes at 23:59:59 PM (EST) on Sunday May 12, 2019 (the "**Contest Period**").

ELIGIBILITY:

3. To enter and be eligible to win, a person must be at the time of entry a resident of Canada who has reached the age of majority in the province in which he/she resides. Employees, representatives, agents or mandatory of the Sponsor and its subsidiaries and affiliates, media partners, advertising and promotional agencies 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 subject to all applicable Federal, Provincial and Municipal laws and regulations and is void where prohibited by law.

HOW TO ENTER THE PRIZE DRAW:

4. To enter the Contest, the contestant (the "**Contestant**") must visit one of the following websites during the Contest Period:

<https://www.marlintravel.ca/mother-s-day-time-away>
<https://www.clubvoyages.com/fete-des-meres-vacances-a-la-mer>
<https://www.transattravel.com/mother-s-day-time-away>
<https://www.voyagestransat.com/fete-des-meres-vacances-a-la-mer>
<https://www.travelplus.ca/mother-s-day-time-away>
(hereinafter collectively referred to as the "Website")

5. Once the Contestant is connected to the Website, Contestant must, during the Contest Period, complete the online entry form (the "**Entry Form**") by providing the following mandatory information: (i) first name; (ii) last name; (iii) email address; (iv) postal code; (v) telephone number; (vi) country and (vii) language.
6. Once the Entry Form is completed, Contestant must click on **Submit button**, to participate in the Contest. Limit of one (1) Contest entry per person during the Contest Period.

PRIZE DESCRIPTION:

7. There is only one (1) prize (the "**Prize**") consisting of an All-Inclusive seven (7) night stay at the Paradisus Los Cayos hotel in Cayo Santa Maria, Cuba for two (2) people including round-trip economy airfares on a regularly scheduled, marketed and operated Air Transat flight from any major airport in Canada closest to the winner's

residence between June 1, 2019 to January 30, 2020. The following black-out dates apply: from December 16th, 2019 to January 6th, 2020 inclusively.

8. The approximate retail value of this prize is CA\$ 4,000.00. Should the Prize value be less than CA\$ 4,000.00 due to Winner's airport of departure there will be no remittance of money in cash or as a credit for the difference.
9. Prize is non-transferable (and without limiting the foregoing, the Prize may not be sold or traded), must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize or component of the Prize with a prize of equal or greater value should the Prize or a portion of the Prize not available. No credit or reimbursement will be provided if the Prize is not taken. Prize cannot be combined with any other promotional offer or offers provided by the Sponsor.

WINNER SELECTION:

10. A random selection will be made on Wednesday May 15, 2019 in Montreal, Quebec at **12:00:00 noon** from all eligible entries received during the Contest Period to select a potential winner (the "**Potential Winner**").

NOTIFICATION OF WINNER

11. The Potential Winner will be contacted by the Sponsor by telephone or by email within seventy-two (72) hours following the draw. Attempts will be made to contact the Potential Winner by using the information provided on the Entry Form provided for a period of 72 hrs.
12. Once contacted, in order to be declared winner (the "**Winner**"), the Potential Winner must agree to be bound by all terms and conditions of these Official Rules and will have to correctly answer, unaided, a time limited mathematical skill-testing question administered by a Sponsor's representative.
13. Furthermore, Potential Winner has four (4) days after being contacted to return to Sponsor a completed and signed Declaration and Release Form confirming compliance with the Official Rules, acceptance of the prize as awarded, without substitution, and releasing the Sponsor, their affiliated and related companies, advertising, internet and promotional agencies, prize suppliers and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any liability in connection with the award or use of any prize or this Contest.
14. Potential Winner must also sign a Publicity Release form that grants the Sponsor, and their affiliates the right, but not the obligation, to use, edit or adapt their photograph, filmed or recorded image, name and city of residence for advertising, publicity campaigns and promotional purposes in all media within the time period specified in the release and declaration, whether it is related to the Contest or not, without further notice or compensation.
15. If the Sponsor receives all required documentation and information in the prescribed time, the Potential winner is declared the Winner.
16. Sponsor's inability to contact the Potential Winner in the aforementioned time period, or the inability of the Potential Winner to return the completed documents stated above in the prescribed time period, will result in forfeiture of the prize and a new winning entry shall be drawn. This will continue until a confirmed winner is drawn. Prize arrangements will be made directly with the Winner within two (2) weeks of being declared a winner. The odds of being selected depend upon the total number of eligible entries received.

GENERAL:

17. Any decision of the Sponsor regarding any aspect of this Contest, including, without being limited to, the eligibility and/or disqualification of Entry Forms, shall be final and without appeal. Any attempt to deliberately

undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. The Sponsor reserves the right in its sole discretion, to disqualify any individual if they find them to be tampering with the entry process or the operation of the Contest, or to be using automated methods to attempt to receive additional entries into the Contest, or to be acting in violation of these Official Rules or with intent to annoy, abuse, threaten or harass any other person or to be acting in an otherwise disruptive manner.

18. All entries become the property of the Sponsor and will not be returned or acknowledged.
19. If, for any reason whatsoever, any part of this Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes of errors of any kind which in the sole opinion of the Sponsor, could 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*). In such circumstances, Sponsor will select winner(s) from eligible entries received prior to the action taken or in some other manner that the Sponsor deems fair and equitable.
20. By entering this Contest, Contestants agree to release, discharge and hold harmless the Releasees from any and all actions, claims, injuries, liability, losses and damages of any kind resulting from the Contestant's participation in the Contest or the acceptance, use or misuse of the Prize. The Releasees are not responsible for and shall not be liable for (a) lost, late, stolen, damaged, illegible, misdirected, incomplete or incorrect entries; (b) any condition caused by events beyond the control of the Releasees that may cause the Contest to be disrupted or corrupted; or (c) tampering, theft, defects, typographical errors in materials or other errors in the offer or administration of this contest.
21. In the event of any discrepancy or inconsistency between these Official Rules and the condition or explanations appearing on or accompanying an Entry Form or any advertisement with respect to this Contest, these Official Rules prevail.
22. If a section of the Official Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law. This Contest will run in accordance with these Official Rules, subject to amendment by the Sponsor. The Sponsor reserves the right to cancel or suspend this Contest or to amend these Official Rules at any time without notice.
23. The Winner's name may be obtained by writing to "Mother's Day * Time Away", to the attention of TDC Marking at 300 Léo-Pariseau, Suite 800, Montréal, Quebec H2X 4C2 as of May 15th, 2019.
24. By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with these Official Rules and the Sponsor's Privacy Policy (available at <https://www.transat.com/en-CA/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
25. For Quebec residents: "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."