

Rules and Regulations

Transat Distribution Canada “Find your Next Journey, Book Early” 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 Wednesday May 1, 2019 at 9:01 AM (EDT) and closes at 23:59 PM (EDT) on Sunday June 30, 2019 (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:

- I. To enter and be eligible to win, a person must be a resident of Canada who has reached the age of majority in the province in which he/she resides and who is not an employee of or a person who resides in the same household as any employee of the Sponsor or their respective affiliated companies, subsidiaries, agents, and advertising, internet or promotional agencies. 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:

- I. Contestants can enter by booking a Transat Vacation Package (the “Prize Sponsor”), at a Marlin Travel location or on www.marlintravel.com, during the contest period, with a minimum five (5) night stay, for departures between November 1, 2019 and April 30, 2020. By participating in the Contest, Participants agree to be bound by the Official Rules and to the terms and conditions and privacy statements of the Contest.
- II. To enter the Contest by mail, without purchase, print your full name, home address, home telephone number, email address, age and a 100-word text describing your “How would I use my \$1000.00 Promotional Gift Card”. Then mail your letter to the following address: **“Find your Next Journey, Book Early”, C/O SVS Marketing, 15 Densley Avenue, Toronto, ON, M6M-2P5**. Mailed entries must be received before the Contest Closing date. Only one entry per person per home address. Mechanical reproductions will not be accepted.

PRIZE DESCRIPTION:

There are Ten (10) grand prizes each consisting of a \$1,000.00 promotional Gift Card. A total of ten (10) gifts cards with a value of \$1,000 each will be awarded on a regional basis as follow: four (4) for Quebec residents, three (3) for Ontario and Atlantic provinces residents and three (3) for Saskatchewan, Alberta, British-Columbia, Manitoba, Yukon, Nunavut and North West Territories residents.

Prize(s) are 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. 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.

RANDOM DRAW(s):

- I. The grand prize random draws will be conducted on July 15th 2019 in Toronto, Ontario from all eligible entries received on or before the Contest Closing Date. The Entrant to whom the chosen entry belongs will become the selected entrant ("Selected Entrant"). In order to be declared a winner, the Selected Entrant must have complied with the Official Rules and correctly answer without human, electronic, mechanical or other assistance, a time-limited mathematical skill-testing question to be administered when the winner is first contacted. The Selected Entrant will be contacted by telephone or email within seventy-two (72) hours following the draw. Attempts will be made to contact the Selected Entrant by using the information provided, for a period of seven (7) days. Once contacted, the Selected Entrant will be given five (5) business days to return their completed Declaration and Release forms with all required information and documentation. Transat Distribution Canada's inability to contact the potential winner in the aforementioned time period, or the inability of the Selected Entrant to return the completed documents stated above in the prescribed time period, will result in forfeiture of the prize and the selection of an alternate winner. This will continue until a confirmed winner is drawn. Prize arrangements will be made directly with the confirmed winner(s) within four (4) weeks of being declared a winner. The odds of being selected depend upon the total number of eligible entries received.
- II. In order to receive a Prize, the confirmed winner must execute, without compensation, and in the form required by Sponsor a declaration and release waiving all recourse against the Releasees (as defined below) and an agreement for the use of his/her name and/or photograph and/or address (city only) for advertising, publicity and promotional purposes in all media within the time period specified in the release and declaration. By entering the Contest, the Entrants agree to abide by the Official Rules and the decisions of the Independent Contest Organization, which are final subject to what is otherwise provided for in these Official Rules.

GENERAL:

- I. By entering this Contest, the Participant agrees to be bound by these Official Rules, which are subject to change without notice, and all decisions of the Sponsor which are final and binding. By entering this Contest, the selected Contestant agrees, without receiving any additional compensation, to the use of his/her name, address, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by the Organizer.
- II. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor, their affiliated and related companies, advertising, internet and promotional agencies, independent Contest Organization, prize suppliers and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns assume no responsibility for lost, stolen, delayed, damaged or

misdirected entries during the Promotion Period. 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. 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 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 and to select winner(s) from eligible entries received prior to the action taken or in some other manner that the Sponsor or the Independent Contest Organization deem fair and equitable. The Sponsor reserves the right in its sole discretion, to disqualify any individual they find 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. The Sponsor, their affiliated and related companies, advertising, internet and promotional agencies, Independent Contest Organization, prize suppliers and their respective 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, the Official Rules, the selection and announcement of winner, or the distribution of the prize.

- III. By entering, Entrants agree to release, discharge and hold harmless the Sponsor and their respective employees, officers, directors, parent, affiliates, subsidiaries, advertising and promotion agencies, agents and representatives (the "Releasees") from any and all actions, claims, injuries, liability, losses and damages of any kind resulting from the Entrant'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 or typographical errors in materials. Sponsor reserves the right to terminate or amend this Contest at any time, without notice to the Entrants, should any factor interfere with the proper conduct, administration or security of this Contest as contemplated by these Official Rules, including without limitation, viruses, "bugs" or technical malfunctions or any accident, printing, administrative, or other error of any kind. In the event that an Entrant has entered this Contest in a fashion not sanctioned by these Official Rules, the Entrant will be disqualified and all of the entries submitted by the Entrant will be disqualified. In these Official Rules, Entrants include their heirs, successors, assigns, executors or administrators.
- IV. The Selected Participant must then complete and sign a 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, Independent Contest Organization, 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. Selected Participants 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 in any publicity campaigns, whether said campaigns are related to the Contest or not, without further notice or compensation.
- V. 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.

- VI. Any attempt to deliberately sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizers reserve the right to reject the Entrant's entries and obtain legal or equitable relief under applicable laws.
- VII. 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.
- VIII. The winner's name(s) may be obtained by writing to "**Find your Next Journey, Book Early**" SVS Marketing, 15 Densley Ave, Toronto ON, M6M 2P5.
- IX. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- X. The contest is conducted by Transat Distribution Canada Inc.
- XI. Marlin Travel is a division of Transat Distribution Canada Inc. ON Reg. #50015084, Head Office: 191 the West Mall, Suite 800, Etobicoke, ON M9C 5K8.