

THE U.S.A. FAM TRIP CONTEST FOR CANADIAN TRAVEL AGENTS

OFFICIAL CONTEST RULES AND REGULATIONS

NO PURCHASE OR MONETARY CONSIDERATION NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The *U.S.A. Fam Trip Contest for Canadian Travel Agents* (the "**Contest**") is brought to you by Air Canada® (the "**Contest Sponsor**"). The Contest starts on October 12th, 2021 at 12:01 a.m. EST and closes on October 24th, 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 respective province or territory of residence prior to entering the Contest who: (i) are permanent full time employees of IATA & TIDS approved travel agencies in good standing with Contest Sponsor; and (ii) hold a valid IATA Canadian Travel Industry I.D. card (the "**Eligible Participants**").

Representatives or agents of Contest Sponsor 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: Eligible Air Canada Tickets / Air Canada Vacations Bookings

Eligible Participants who book and ticket an Air Canada flight in any fare to **New York (JFK & LGA), Orlando (MCO), Los Angeles (LAX) or Las Vegas (LAS)** through (i) a GDS, aircanada.com/agents, via the Air Canada for Business platform, or (ii) an ac2u connected provider, or an Air Canada Vacations® booking including an Air Canada flight ticket to the above destinations through the Air Canada Vacations website for travel agents at vacations.aircanada.com during the Contest Period, regardless of the departure date (each such Air Canada Ticket or each Air Canada Vacations Booking represents an entry in the contest, hereinafter, an "**Eligible Ticket/Booking**", and collectively "**Eligible Tickets/Bookings**").

The New York, Orlando, Los Angeles or Las Vegas destination on the submitted Eligible Ticket/Booking will determine the familiarization trip (each defined as a "**FAM Trip**") prize in which the Eligible Participant could win a spot for the concerned FAM Trip (for example, if an Eligible Participant sells an Eligible Ticket/Booking to Orlando, the Participant could win the Orlando FAM Trip prize).

The Eligible Participant cannot choose his/her desired FAM Trip destination.

Eligible Participants must submit each of their Eligible Tickets/Bookings at aircanada.com/agents by clicking on the Contest banner and then on the Microsoft Form available at the following hyperlink "[Tickets submission form](#)" in order to receive an entry to the Contest, the whole subject to the Microsoft Forms [Terms of use](#) and subject to Air Canada's [Privacy Policy](#).

The purchase of Flight Passes is excluded from qualifying as an Eligible entry. Eligible Tickets/Booking including an Air Canada flight must be issued using 014 ticket stock for flights operated by Air Canada, Air Canada Rouge® or under the Air Canada Express® banner.

Each Eligible Ticket/Booking is equal to one (1) entry in the Contest. Therefore, the more Eligible Tickets/Bookings an Eligible Participant sells during the Contest Period, the more chances to win. It is not permitted to submit an Eligible Ticket/Booking more than once.

Method 2: Email Entry

Eligible Participants can also enter the Contest by sending an email to agencycontest@aircanada.ca with a 100-word essay on why they would like to participate in a FAM Trip to New York, Orlando, Los Angeles or Las Vegas, highlighting some of the attractions available to tourists at one of these destinations. Eligible Participants must include their name, address, telephone number and email address ("**Email Entry**").

A maximum of one (1) unique Email Entry per Eligible Participant per FAM Trip destination is permitted (for example, if an Eligible Participant sends one (1) Email Entry with an essay for New York, one (1) essay for Orlando, one (1) essay for Los Angeles and one (1) essay for Las Vegas, such participant will get one (1) Email Entry maximum for each of the FAM Trip). Email Entries must be received by October 24th, 2021. Essays that are not an original creation of the person submitting is, or which are illegal, defamatory or in any way obscene, all as determined solely by the Contest Sponsor, will be disqualified.

(each method of entry mentioned above an "**Eligible Entry**")

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.

By entering, each Eligible Participant warrants and represents the following with respect to his or her submission of the Creative Work: (a) Eligible Participant is the sole and exclusive owner of the Creative Work; (b) the Creative Work will not infringe on any rights of any third parties; and (c) any third parties appearing in the Creative Work have given entrant appropriate consent to be photographed and used as permitted herein. Contest Sponsor reserves the right to request releases from any third parties appearing in any Creative Work at any time. Failure to produce third party releases upon Contest Sponsor's request may result in disqualification, as determined by Contest Sponsor is its sole and absolute discretion.

3. Prize

There are twenty-four (24) prizes to be won (each a "**Prize**", collectively, the "**Prizes**"), with six (6) Prizes to be won in each of the following four (4) Fam Trips:

- Six (6) winners to participate in a one (1) FAM Trip to New York (the "**New York FAM Trip**") as detailed below;
- Six (6) winners to participate in a one (1) FAM Trip to Orlando (the "**Orlando FAM Trip**") as detailed below;
- Six (6) winners to participate in one (1) FAM Trip to Los Angeles (the "**Los Angeles FAM Trip**") as detailed below; and
- Six (6) winners to participate in one (1) FAM Trip to Las Vegas (the "**Las Vegas FAM Trip**") as detailed below.

Subject to applicable travel restrictions, government recommendations and policies, and any other COVID-19 related protocol. Contest Sponsor hereby reserves the right to postpone the FAM Trips at their sole discretion, the FAM Trips will take place in the fall of 2021 or early spring/summer of 2022.

The New York FAM Trip Prize will include the following:

- Economy Class air transportation onboard any flight operated by Air Canada, Air Canada Rouge or Air Canada Express from the major airport closest to the winner's place of residence (departing airport city to be advised);
- Three (3) nights' accommodation in New York, including a minimum of one (1) meal per day (alcoholic beverages are excluded). The hotels will be chosen at *NYC & Company's* discretion and will be a minimum 3-star hotel;
- Six (6) activities/attractions/excursions, to be chosen at *NYC & Company's* discretion; and
- Transportation is included during the stay in New York to the scheduled activities, and between locations, as well as to and from the airport (LGA or JFK airport to be determined)

Approximate value per person of each New York FAM Trip Prize is **CDN \$3,376**.

Approximate total value of the New York FAM trip Prizes is **CDN \$20,256**.

The **Orlando FAM Trip Prize** will include the following:

- Economy Class air transportation onboard any flight operated by Air Canada, Air Canada Rouge or Air Canada Express from the major airport closest to the winner's place of residence (departing airport city to be advised);
- Three (3) nights' accommodation in Orlando, including a minimum of two (2) meals per day (alcoholic beverages are excluded). The hotels will be chosen at *Visit Orlando's* discretion and will be a minimum 3-star hotel;
- One (1) activity/attraction/excursion per day, to be chosen at the discretion of *Visit Orlando*; and
- Transportation is included during the stay in Orlando to the scheduled activities, and between locations, as well as to and from the Orlando International Airport (MCO).

Approximate value per person of each Orlando FAM Trip Prize is **CDN \$2,747.**

Approximate total value of the Orlando FAM Trip Prizes is **CDN \$16,482.**

The **Los Angeles FAM Trip Prize** will include the following:

- Economy Class air transportation onboard any flight operated by Air Canada, Air Canada Rouge or Air Canada Express from the major airport closest to the winner's place of residence (departing airport city to be advised);
- Three (3) nights' accommodation in Los Angeles including a total of three (3) meals. The hotel will be chosen at *Discover Los Angeles's* discretion and will be a minimum 3.5-star hotel;
- Total of two (2) activities/attractions/excursions per day to be chosen at the discretion of *Discover Los Angeles* (including an opportunity to experience the new Academy Museum and a sample of Los Angeles' unique dining scene, visit a working movie studio, and other unique to Los Angeles experiences); and
- Transportation is included during the stay in Los Angeles to the scheduled activities, and between locations, as well as to and from the Los Angeles International Airport (LAX).

Approximate value per person of each Los Angeles Fam Trip Prize is **CDN \$4,634.**

Approximate total value of the Los Angeles FAM Trip Prizes is **CDN \$27,804.**

The Las Vegas FAM Trip Prize will include the following:

- Economy Class air transportation onboard any flight operated by Air Canada, Air Canada Rouge or Air Canada Express from the major airport closest to the winner's place of residence (departing airport city to be advised);
- Four (4) nights' accommodation in Las Vegas including one (1) meal per day. The hotel will be chosen at *Visit Las Vegas's* discretion and will be a minimum 4-star hotel;
- One (1) activity/attraction/excursion per day (with a possibility to include a couple of shows) to be chosen at the discretion of *Visit Las Vegas*; and
- Transportation is included during the stay in Las Vegas to the scheduled activities, and between locations, as well as to and from the McCarran International Airport (LAS).

Approximate value per person of each Las Vegas Fam Trip Prize is **CDN \$2,873.**

Approximate total value of the Las Vegas FAM Trip Prizes is **CDN \$17,238.**

Approximate total value of all Prizes is CDN \$81,780.

The above FAM Trip Prizes do not constitute a taxable benefit for the winning travel agents.

Once the dates of the FAM Trips are confirmed, the Sponsor will contact each of the winners.

Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program. No changes permitted to reservations once date of travel is confirmed and tickets have been issued.

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 Prizes for one of equal or greater value or to allow a Prize transfer.

Contest Sponsor will assume the cost of taxes and fuel for the airfare. Prize winners are responsible for gratuities, merchandise, telephone calls, personal expenses of any kind in the event of an overnight stay, meals and beverages, service charges, meals and entertainment during the flight, costs incurred to and from the point of departure (as the Prize begins and ends there) that are not specifically identified as part of the FAM Trip Prize, sufficient personal travel insurance, if desired, costs associated with obtaining and transporting all necessary travel documents, such as passports and visas, and compliance with immigration and customs regulations. The use of upgrade credits is not permitted for these flights. Use of airline tickets is subject to Air Canada's general conditions of carriage, which are publicly available at www.aircanada.com.

The Prize winner understands and acknowledges the risks related to the spread of infectious or contagious diseases and understand 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 is also aware of the Air Canada 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.

4. Prizes Draw

A random draw from all Eligible Entries received will be held virtually at Contest Sponsor's offices located at 7373 Côte Vertu West, St-Laurent, QC, H4Y 1H4 on **October 25th, 2021** approximately 2:00 p.m. EST.

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

5. Claiming of Prizes

In order to be declared a winner and be able to claim a Prize, the Eligible Participant selected by random draw will be contacted by e-mail 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 four-step, two-to-three number mathematical skill-testing question and sign a release and waiver form confirming, without limitation, that:

- they comply with the eligibility requirements;
- they have read the Contest rules and regulations and comply completely;
- they accept the Prize as awarded;
- they acknowledge the Contest Sponsor's right to publish their picture, name and city of residence without compensation other than the Prize offered; and
- they release and agree to hold harmless of all liability the Contest Sponsor, 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 their 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.

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:

- <https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html>.

Contest Sponsor will retain the personal information according to applicable laws.

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, 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.

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.

Eligible Participants may obtain the Prize winner's names between November 22nd, 2021 and November 26th, 2021, by sending an email to agencycontest@aircanada.ca.

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