

## The Air Canada #FlyTheFlag – Team Canada Contest

### OFFICIAL CONTEST RULES AND REGULATIONS

The **Air Canada #FlyTheFlag – Team Canada Contest** (the “**Contest**”) is brought to you by Air Canada (the “**Contest Sponsor**”). The Contest starts on February 09<sup>th</sup>, 2018 at 00:01 EST and closes on February 25<sup>th</sup>, 2018 at 17:00 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 (an “**Eligible Participant**”). Employees, representatives or agents of Contest Sponsor and each of 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: Facebook® Entry**

To enter via Facebook, log online to [www.facebook.com/aircanada](http://www.facebook.com/aircanada). You must (1) have a valid Facebook account; (2) post an image or video, during the Contest Period, showcasing how you are cheering for Team Canada, on Air Canada's Facebook wall [www.facebook.com/aircanada](http://www.facebook.com/aircanada); (3) use the hashtag #FlyTheFlag. A comment on Facebook posts is not considered a valid method of entry.

##### **Method 2: Twitter® Entry**

To enter via Twitter, you must (1) have a valid, public (i.e. not “protected”) Twitter account and have “followed” @AirCanada\* and (2) during the Contest Period, publish a tweet that (a) tags the official Twitter account of Air Canada by including “.@AirCanada” in the tweet, (b) includes a video or photo showcasing how you are cheering for Team Canada, and (c) contains the hashtag #FlyTheFlag.

##### **Method 3: Instagram® Entry**

To enter via Instagram, you must (1) have a valid, public (i.e. not “protected”) Instagram account and have “followed” @AirCanada\* and (2) during the Contest Period, post an image or video that (a) tags @AirCanada, (b) contains the hashtag #FlyTheFlag, (c) showcases how you are cheering for Team Canada.

Limit of one entry per method/person/per day.

\*Participants are asked to follow Air Canada on Instagram, and/or Twitter, so that the Contest Sponsor can easily and quickly contact them via Direct Message to verify and confirm their eligibility.

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This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. You understand that you are providing your information to the Contest Sponsor and not Facebook, Instagram, Twitter respectively.

### **3. Prizes**

There are 17 (seventeen) prizes to be won, each consisting of two (2) Economy Class round-trip tickets on any flight operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada rouge) from the airport served by Air Canada closest to the gift recipient's place of residence to any destination where Air Canada flies. One (1) prize will be awarded per day.

**Flight reservation is subject to availability and the following flight blackout dates apply:**

#### **Blackout dates for North America (Including Hawaii)**

28 March 2018 to 3 April 2018  
28 July 2018 to 12 August 2018  
17 December 2018 to 08 January 2019

#### **Blackout dates for International**

12 July 2018 to 03 September 2018  
17 December 2018 to 08 January 2019

#### **Blackout dates for Caribbean Destinations**

24 February 2018 to 3 April 2018  
17 December 2018 to 08 January 2019

#### **ADDITIONAL BLACKOUTS / SPECIFIC DESTINATIONS**

To/from China/Hong Kong/Korea: 14 February 2018 to 21 February 2018  
To Delhi/Mumbai: 15 October 2018 to 21 October 2018  
From Delhi/Mumbai: 22 October 2018 to 29 October 2018  
To Korea: 3 February 2018 to 9 March 2018  
From Korea: 9 February 2018 to 19 March 2018  
To/from Panama: (PTY) 15 January 2019 to 03 February 2019  
To/from China/Hong Kong/Korea: 30 January 2019 to 03 February 2019  
To/from China/Hong Kong/Korea: 07 February 2019 to 13 February 2019  
From Japan: 24 April 2019 to 29 April 2019  
To Delhi/Mumbai: 10 March 2019 to 24 March 2019  
From Delhi/Mumbai: 17 March 2019 to 31 March 2019  
To Delhi/Mumbai: 20 October 2019 to 3 November 2019  
From Delhi/Mumbai: 25 October 2019 to 10 November 2019

**Travel must be completed (including the return) on or before February 09<sup>th</sup>, 2019.** 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 Prize winner and/or gift recipient is responsible for all fuel, insurance, surcharges, taxes and other applicable charges with a credit card at time of booking. The Prize winner 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

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taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Grand 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](http://www.aircanada.com).

The approximate total value of each Prize is CDN \$8,140 and the approximate total value of the Prizes is CDN \$138,380. Exact value of the Prize depends on point of departure and destination as well as time of travel. Prizes 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 each Prize for another prize of equal or greater value.

#### **4. Winner selection**

Each day of the Contest Period, one winner will be chosen through the selection process detailed below. A panel of three staff members or representatives of Contest Sponsor (collectively, the "Judges") will judge the contents of all eligible Contest Entries received based on the following criteria (the "**Criteria**"):

- creativity/originality (35%),
- visual quality of submission (35%),
  - Resolution
  - Composition
  - Exposure balance
  - Clarity
  - Color
  - Visual appeal
- relevance to Contest theme (30%).

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.

Winners will be contacted by Direct Message on Instagram, or Direct Message on Twitter, or by Private Message on Facebook. Winners will be contacted by 19:00 EST and must confirm acceptance by 17:59 EST the following day.

Limit of one (1) Prize per Eligible Participant per household during the Contest Period. One (1) winner per day for a total of seventeen (17) winners will be selected between the 09<sup>th</sup> of February and the 25<sup>th</sup> of February 2018.

Unless selected, all eligible contest entries submitted during the Contest Period are eligible to win until the end of the Contest Period. Odds of winning depend on the number of eligible Contest Entries received during the Contest Period and how each submission scores against the Criteria.

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## **5. Claiming of Prizes**

In order to be declared a winner and be able to claim a Prize, the Eligible Participant selected by the Judges will be contacted by Private Message on Facebook, or Direct Message on Instagram, or Direct Message on Twitter by the Contest Sponsor or one of its agents or representatives, shortly following the winner selection and must confirm acceptance as a selected Eligible Participant by 17:59 EST the following day. Winners will be contacted by 19:00 EST and must confirm acceptance by 17:59 EST the following day. If the selected Eligible Participant cannot be contacted, another Eligible Participant will be selected by the Judges. 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 warrants that their contest entry is entirely original, and that they are the sole and exclusive owner of all intellectual property submitted in the contest entry
- He/she is authorized to share the image and name of the person he/she would like to gift the tickets to for the holidays
  
- 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 respective 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 selected. 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 the 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 the Contest Sponsor to use the contents of his/her entry submission including name and address for editorial, advertising, marketing and

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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 each of its respective 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*

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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 April 16, 2018 and April 20, 2018, by addressing their request, accompanied by a self-addressed envelope with sufficient postage to:

The Air Canada #FlyTheFlag – Team Canada Contest  
Marketing Communications – YUL 1240 ZIP  
Air Canada  
7373 Boulevard Cote-Vertu Ouest, Saint-Laurent, QC H4S 1Z3

- ®Facebook is a registered trademark of Facebook Inc.
- ®Instagram is a registered trademark of Instagram Inc.
- ®Twitter is a registered trademark of Twitter Inc.