

## “THE TRIPTIONARY CONTEST

### CONTEST RULES (the “Rules”)

The “**TRIPtionary**” contest (the “**Contest**”) is organized by Transat Tours Canada Inc. operating as Nolitours (the “**Organizer**”). The Contest starts on June 26, 2013 at 4:00 p.m. Montreal time (the “**Contest Opening Date**”), and ends August 21, 2013, at 3:59 p.m. Montreal time (the “**Contest Closing Date**”).

#### 1. ELIGIBILITY

The Contest is open to all residents of Canada who have reached the age of majority in their province or territory of residence by the Contest Opening Date, except for employees, agents and representatives of the Organizer, its subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the suppliers of material, prizes and services related to this Contest, and any other stakeholder directly related to the holding of the Contest, as well as the members of their immediate family (father, mother, brothers, sisters, children and legal or de facto spouse) and anyone with whom these employees, representatives and agents reside.

#### 2. HOW TO ENTER

##### 2.1 No purchase necessary

2.1.1 To enter the Contest, the contestant (the “**Contestant**”) must first “Like” the Nolitours Facebook page. Then, the Contestant must accept the Nolitours Facebook contest application’s “Request for permission”, including the following request: “Access my basic information”. This permission is used in this contest to retrieve the unique identifier of the Contestant’s Facebook profile, which will be used to distinguish each participant. The Contestant must then fill out the form on the Nolitours Facebook page contest tab and provide the following mandatory information: (i) first name; (ii) last name; (iii) email address; (iv) telephone number; (v) province; (vi) postal code; and (vii) age, before the Contest Closing Date, to be automatically entered.

2.1.2 The Contestant who has completed the online entry form is eligible for the Prize (defined below) draw, to be held August 22, 2013 at 10:00 a.m. Limit of one (1) Contest entry per person during the Contest period, plus additional Contest entries if the conditions of Section 2.1.3 of the Rules are met.

2.1.3 The Contestant who wishes to increase his/her odds of winning the Prize (the “**Bonus Entry**”) must, invite his/her friends to enter the contest by clicking on “Invite friends” and sending a message using Facebook, Twitter or email. The Contestant can accumulate one additional chance of winning per friend they invite that clicks on the link posted in the message by the Contestant and enters the Contest and fills out completely the online entry form. The Organizer will then generate an additional online entry form in the name of the Participant that will be entered into the draw.

#### 3. PRIZES

One (1) prize (the “**Prize**”) shall be awarded.

3.1 The Prize consists of an all-inclusive trip for two adults and two children at the Sol Rio de Luna y Mares Resort. The Prizes include:

- Roundtrip Economy-class flight from a Canadian airport served by Air Transat or Canjet to Holguin, Cuba according to the Air Transat or Canjet flight schedule and availability.
- A one (1) week stay for two (2) Adults and two (2) children;
- Transfers between the airport and the hotel.

Transportation to the departure city is at the Contestant's own expense and his/her travelling companion. The following black-out dates apply: Christmas and New Years' period, Spring break period (February 15 to March 15), Easter weekend and local holidays at destination.

Each Prize is worth a maximum of \$5,000.00, based on departure from Montreal.

#### **4. CONDITIONS ATTACHED TO THE PRIZE**

- 4.1 The selected Contestant and his/her travelling companion must travel together both ways. Travel arrangements will be made by the Organizer. Trip must be reserved by October 31, 2013 and travel must be completed before August 21, 2014.
- 4.2 Reservations are subject to the availability of the Organizer and of the hotel at the time of the reservation. The terms and conditions of the Organizer's valid South brochure are applicable. Taxes, airport fees, customs duties, entry fees and tourist cards, surcharges, insurance charges, personal expenses, personal travel insurance and travel documents are not included in the Prize. The Organizer strongly recommends that the selected Contestant and his/her travelling companion purchase travel insurance at time of the reservation or prior to departure.
- 4.3 On the travelling date, the selected Contestant and his/her travelling companion must have the legal right to leave Canada and to return to Canada and must have the legal right to enter and leave the destination country to which they are bound. They are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, but not limited to, visas, passports and vaccination certificates. These shall be obtained before departure. The selected Contestant and his/her travelling companion shall comply with the Contest validity dates and accept the alternatives proposed by the Organizer, if this proves necessary. No extension of stay will be permitted. The Organizer reserves the right to offer a comparable prize if a program is cancelled in the case of circumstances beyond its control.
- 4.4 All of the personal expenses of the selected Contestant and his/her travelling companion are their sole responsibility. The Contestant and his/her travelling companion are responsible for their own transportation upon departure and arrival at the international airport of departure, as determined by the Organizer. The Organizers shall assume no responsibility of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the packages or of any other transportation that is part of the Prize for any reason whatsoever, including, but not limited to, weather conditions or equipment breakdown or failure. The travelling companion of the selected Contestant shall be Canadian resident who has reached the age of majority in his/her province by the Contest Opening Date. In the event that the Prize is not accepted in accordance with the conditions attached thereto, the Prize shall be deemed forfeited or non-available.
- 4.5 Reservations and arrangements for the Prize related to reservation of the package must be made by the Organizer, on the date agreed upon by the selected Contestant at least thirty (30) days before departure and will be subject to availability. To reserve, the selected Contestant must contact Nadia Gilles at 514-987-1616 x1154, or by email at [nadia.gilles@transat.com](mailto:nadia.gilles@transat.com).
- 4.6 The Prize offered must be accepted as awarded and is not exchangeable, refundable, transferable or convertible into cash.

## 5. DRAW

5.1 One (1) random draw will be held from all eligible entries received between the Contest Opening Date (June 26, 2013, 4:00 p.m.) and Closing Date (August 21, 2013, 3:59 p.m., Montreal time). The draw shall be held August 22, 2013, 10:00 a.m., Montreal time, in the offices of Transat Tours Canada Inc., 300 Léo-Pariseau, 10<sup>th</sup> floor, Montréal, Québec, H2X 4C2.

## 6. PRIZE CLAIM

6.1 In order to be declared a winner, the selected Contestant must:

6.1.1 Fill in the entry form and complete and answer all the compulsory fields;

6.1.2 Be reached by telephone or email by the Organizer of the Contest within forty-eight (48) hours after the draw and correctly answer the mathematical skill-testing question that will be asked. If it is impossible to reach the selected Contestant by telephone or email within forty-eight (48) hours after the draw, all rights to the Prize will be forfeited and another entry will be drawn. If it is impossible to reach the second selected Contestant by telephone or email within forty-eight (48) hours of the draw of the second entry, all rights to the Prize will be forfeited and another entry will be drawn. If it is impossible to reach the third selected Contestant by telephone or email within forty-eight (48) hours of the draw of the third entry, the prize will be forfeited;

6.1.3 Complete and sign the declaration and waiver form (the "**Declaration Form**") which will be transmitted by the Organizer and must be returned to the Organizer of the Contest within three (3) business days of receipt.

6.2 The winner will be named within thirty (30) days following the draw date for the Prize.

6.3 In default of observing any of the conditions mentioned above or any other conditions stipulated in these Rules, the selected Contestant will be disqualified and the Prize that would have been awarded will be forfeited. Within the days following receipt of the duly completed Declaration Form, the Organizer of the Contest will contact the winner to inform him/her of how to claim the Prize.

## 7. PERSONAL INFORMATION

7.1 From time to time, the Organizer, with the Contestant's consent, may use the personal information provided in the entry form for the purpose of:

7.1.1 Communicating with the winner so he/she can take possession of the Prize;

7.1.2 Communicating with the Contestant directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and

7.1.3 Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.

7.2 The Contestant shall indicate whether he/she consents to his/her personal information provided on the entry form being used by checking the box to this effect on the official entry form, or by indicating on the hand-printed entry form and mailing it in. For further information regarding the use of personal information by the Organizer as described in the *Policy regarding the protection of personal information and the right to privacy* adopted by Transat A.T. Inc. and its affiliates, the Contestant is invited to visit the website [www.nolitours.com](http://www.nolitours.com)

## 8. GENERAL CONDITIONS

- 8.1 The Organizer reserves the right to disqualify a Contestant or cancel his/her entry if he/she enters or attempts to enter this Contest in a manner that does not comply with these Rules. This Contestant may be turned over to the appropriate judicial authorities. Any decision of the Organizer regarding this aspect of the Contest is final.
- 8.2 By entering this Contest, the selected Contestant and his/her travelling companion agree, without receiving any additional compensation, to the use of their name, address, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by the Organizer.
- 8.3 This Contest is subject to the federal, provincial and municipal laws, regulations and by-laws.
- 8.4 Any forms that are incomplete, received after the Contest Closing Date, lost, irregular in any way or sent by an unauthorized method shall be deemed null and void and will not be accepted for the draws.
- 8.5 The Contest is administered by the Organizer. The Organizer assumes no responsibility for entry forms that are received after the Contest Closing Date, lost, stolen, misdirected, illegible, incomplete, falsified, altered or destroyed, and such forms shall be deemed null and void. The Organizer will assume no responsibility for any problem, failure or technical malfunction of a network line, online computer system, peripheral telephone, software, server, provider, email or browser or any other technical malfunction that may occur, including, but not limited to, a problem of the transmission or non-transmission of an entry form, for any reason whatsoever. The Organizer is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Contest or by a technical or human error that may have occurred in conducting the Contest, including in the processing of entry forms. The Organizer assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the entry forms. The Organizer is not responsible for any injuries or damages that may result from the holding of the Contest. All entry forms become the property of the Organizer and will not be returned to the Contestants. The Organizer reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired. The Organizer reserves the right, at their sole discretion, to cancel, modify or postpone the Contest at any time, without prior notice, if any factor prevents the holding of the Contest pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over the Organizer.
- 8.6 By entering the Contest, the Contestant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Contestant declares that the Rules are understandable and reasonably available for consultation.
- 8.7 The winner's name may be obtained by writing to "The Triptionary", Transat Tours Canada Inc., Place du Parc, 300 Léo-Pariseau, 10<sup>th</sup> Floor, Montreal, Qc, H2X 4C2.
- 8.8 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.