

VACATION INTERVENTION - LOST VACATION DAYS CONTEST

CONTEST RULES (the "Rules")

The "**VACATION INTERVENTION – LOST VACATION DAYS CONTEST**" (the "**Contest**") is organized by Transat Tours Canada operating as Air Transat (the "**Organizer**"). The Contest starts on January 7, 2019 at 08:00 a.m. Montreal time (the "**Contest Opening Date**"), and ends January 27, 2019, at 11:59 p.m. Montreal time (the "**Contest Closing Date**", which period shall be referred to as the "**Contest Period**").

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, or on 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

To enter the Contest, a person (the "Nominator") must nominate someone (the Contestant) who according to the Nominator never takes their vacation on the Air Transat website https://www.airtransat.com/en-CA/contests/vacation-intervention-2018?ici=homepage&icn=banner-inpage_vacation-intervention-contest. The Nominator must then fill out the online entry form and provide the following mandatory information: (i) first name; (ii) last name; (iii) email address; (iv) postal code; (v) telephone number; (vi) language and (vii) date of birth, (viii) Person they are nominating and why before the Contest Closing Date to be automatically entered.

2.1.1 The Nominator who has completed the online entry form before the Contest Closing Date, the Contestant is eligible for the Prize (defined below) draw, to be held on January 29, 2019 at 10:00 a.m., Montreal time. Limit of one (1) Contest entry per person during the Contest period.

3. PRIZES

One (1) grand prize (individually, and collectively referred to as the "**Grand Prizes**") shall be awarded.

The Prize is approximately \$3,500 each. Actual retail value may vary depending on departure date & city.

3.1 Draw on January 29, 2019: Prize consists of an all-inclusive trip for two adults at the Paradisus Punta Cana in Punta Cana, Dominican Republic. The Prize includes:

- Roundtrip airfare in Economy class to Punta Cana airport, Dominican Republic, from one of our gateways on Air Transat according to the flight program;
- Transportation to and from the hotel;

- A 1-week (7-night stay) in a Junior Suite Emerald Club, with double occupancy.

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. The trip must be booked at least 30 days in advance, before October 31, 2019 and must not end on, or after December 15, 2019.
- 4.2 The following black-out dates apply: Spring Break: from February 18 to March 24, 2019, Easter: from April 12 to April 22, 2019. No portion of the Trip may coincide with any of the aforementioned dates.
- 4.3 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 South brochure, which is in effect at the time of reservation are applicable, and such terms and conditions are available at <https://staticcontent.transat.com/Ebrochures/EN/south-2018-2019/#?page=374> 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.
- 4.4 On the travelling date, the selected Contestant and his/her travelling companion must have reached the age of majority in their province of residence, must have the legal right to leave, and 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.
- 4.5 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 trip 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.
- 4.6 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 Connie Tete at 416-620-8104, or by email at connie.tete@transat.com.
- 4.7 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 and before the draw dates (entries included in the draw will be those submitted, at the latest the previous day, at 11:59 p.m., Montreal time). The draw shall be held on January 29, 2019 at 10:00 a.m., Montreal time, in the offices of Transat Tours Canada Inc., 300 Léo-Pariseau, 10th floor, Montréal, Québec, H2X 4C2.

6. **PRIZE CLAIM**

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

- 6.1.1 The Nominator must complete the entry form by answering all the compulsory fields;
- 6.1.2 The Nominator's entry must be chosen on the previously mentioned draw dates;
- 6.1.3 The Nominator will be reached by telephone or email by the Organizer of the Contest within forty-eight (48) hours after the draw.
- 6.1.4 The Nominator along with the Organizer will contact the Contestant to award the prize by telephone.
- 6.1.5 The Contestant must correctly answer the mathematical skill testing question that will be asked.
- 6.1.6 If it is impossible to reach the selected Nominator 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 Nominator 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 Nominator by telephone or email within forty-eight (48) hours of the draw of the third entry, the prize will be forfeited;

The Contestant whose Nominator has been chosen must accept the prize by completing the claim form and sign the declaration and waiver 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 in these Rules, the selected Contestant will be disqualified and the Prize that would have been awarded will be forfeited. Within five (5) business 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 claim form for the purpose of:

- 7.1.1 Communicating with the Contestant directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and
 - 7.1.2 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 claim form being used by checking the box to this effect on the official claim 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.airtransat.com.

8. GENERAL CONDITIONS

- 8.1 The Organizer reserves the right to disqualify a Contestant or cancel his/her form if he/she enters or attempts to enter this Contest in a manner that does not comply with these Rules. 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 submitting a claim form, 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 "VACATION INTERVENTION - LOST VACATION DAYS CONTEST", Attn: Connie Tete, Transat Tours Canada Inc., 191 The West Mall, Suite 800, Etobicoke, Ontario, M9C 5K8.
- 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.