

The “Rock Without Limits in Cancun” Contest

CONTEST RULES (the “Rules”)

The “**Rock Without Limits in Cancun**” contest (the “**Contest**”) is organized by Transat Tours Canada Inc. « **TTC** » doing business as Air Transat and Transat (the “**Organizer**”). The Contest begins on October 7, 2019 at 9:00 a.m., Montreal time (the “**Contest Opening Date**”), and ends on October 27, 2019 at 11:59 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, mandataries 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 enter their information on the Transat website at <https://www.airtransat.com/en-CA/contests/rock-without-limits-in-cancun>. The Contestant 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, before the Contest Closing Date, to be automatically entered.

2.1.2 The Contestant who has completed the online entry form before the Contest Closing Date is eligible for the Prize (defined below) draw, to be held November 5, 2019 at 1:00 p.m., Montreal time. Limit of one (1) Contest entry per person during the Contest period.

3. PRIZE

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

3.1 The Prize will be randomly drawn from all valid entries received before Contest Closing Date.

The Prize includes:

An all-inclusive package as follow:

Economy flight to Cancun (Mexico) for two (2) adults from a Canadian airport where Air Transat flights.

As well as 7 nights for 2 adults in a Hard Rock Hotel Cancun (Mexico) in a Deluxe room between November 15, 2019, and October 31, 2020.

The following periods of stay are excluded: From December 15, 2019, to January 3, 2020, inclusive (Holiday Season), from April 5 to 13, 2019 inclusive (Easter) and from February 23, 2020, to March 22, 2020 (Spring Break). Dates of availability are subject to Air Transat flight schedules. Destination transfers are included. The hotels awarded by the organizer will be determined according to availability at the time of booking.

The maximum value of the Prize is \$6.000,00. Should a winner select a package valued at less than \$6.000,00, there will be no remittance of money in cash or as a credit for the difference.

4. CONDITIONS ATTACHED TO THE PRIZE

4.1 The selected Contestant and his/her travelling companion must travel together both ways. Trip must be reserved two (2) months following the prize acceptance date and the travel must be completed by October 31, 2020 (return to Canada flight date).

4.2 Reservations are subject to the availability of Air Transat at the time of the reservation. The terms and conditions of the Organizer’s 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 take out travel insurance at time of the reservation.

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. The Organizer reserves the right to offer a comparable prize if the destination 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 selected 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 Organizer shall assume no responsibility of any nature whatsoever for any postponement, delay or cancellation of the flight 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 a Canadian resident who has reached the age of majority in his/her province or territory of residence 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 Reservation for the Prize must be made by the Organizer, on the date agreed upon by the selected Contestant and will be subject to availability.

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 and the Contest Closing Date. The draw shall be held November 5, 2019, 1:00 p.m., Montreal time, at the offices of Transat Tours Canada Inc., 300 Léo-Pariseau, 8th Floor, Montreal, Quebec, H2X 4C2.

6. **PRIZE CLAIM**

6.1 In order to be declared a winner (the "**Winner**"), the selected Contestant must:

6.1.1 Fulfill the conditions for eligibility and participation and fill in the online entry form by completing all the compulsory fields.

6.1.2 Be reached by telephone 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 within forty-eight (48) hours after the draw, all rights to the Prize will be forfeited and an alternative entry will be randomly drawn. This method of selection of the winner will be repeated until a winner is duly declared.

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 by email to the Organizer within three (3) business days of receipt. The Declaration Form shall contain notably the required personal information (telephone number, etc.) and confirming that he/she has reached the legal age of majority in his/her province of residence and that he/she complies with the present Rules in their entirety.

6.2 The Winner will be named within sixteen (16) days following the draw date.

6.3 In the event of failure to observe 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 and an alternative entry will be randomly drawn. This method of selection of the winner will be repeated until a winner is duly declared.

Within a few 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 Winner 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 *Transat Personal Information and Privacy Protection Policy* adopted by Transat A.T. Inc. and its affiliates, the Contestant is invited to visit <http://www.airtransat.com/en-CA/Legal-notice/Privacy-policy>.

8. GENERAL CONDITIONS

8.1 The Contest 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 Contest Organizer regarding this aspect of the Contest is final and without appeal.

8.2 By accepting the Prize, 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 all applicable 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 draw.

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. In the event of an error, if the number of potential winners

exceeds the number stipulated in the rules, the Organizer will have the right to draw lots among all those who have claimed a prize in order to award the correct number of prizes. 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 its 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 "Rock Without Limits in Cancun", Transat Tours Canada Inc., 300 Léo-Pariseau, 8th Floor, Montreal, Qc, H2X 4C2, attention to 'E-Commerce Department'.

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 du Québec* (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.