

## **CWT Vacations “See You Soon Cancun” Contest OFFICIAL CONTEST RULES**

This “See You Soon Cancun” (the “Contest”) is sponsored by Carlson Wagonlit Canada, a partnership of CW Travel Canada, Ltd. and 152812 Canada Inc. (“CWT Vacations” or “CWT”), and Air Canada Vacations (“ACV”). THIS CONTEST FROM CWT VACATIONS AND AIR CANADA VACATIONS IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “Contest Rules”).

1. Contest Period. The Contest will run from Wednesday, September 4, 2019 at 12:00 noon Eastern Standard Time (EST) to Wednesday, October 23, 2019 at 12:00 noon EST (the “Contest Period”), after which time the Contest will be closed and no further entries shall be accepted.
2. How to Enter: No purchase necessary. This Contest may be entered in one of the following two (2) ways. No other entries will be accepted by any other means:
  - a) By a contestant submitting an entry via [www.cwtvacations.ca/see-you-soon-cancun](http://www.cwtvacations.ca/see-you-soon-cancun) or [www.cwtvacationclub.ca/see-you-soon-cancun](http://www.cwtvacationclub.ca/see-you-soon-cancun), with his or her first name, last name, email address and postal code. All four fields must be filled in correctly to be entered in the Contest; or
  - b) By a contestant mailing his or her name, with full home address, telephone number, email address along with a statement of consent indicating that he or she has read and agreed to the full terms and conditions of the Contest found on <https://www.cwtvacations.ca/see-you-soon-cancun> (in either English or French), to CWT Vacations, See You Soon Cancun Contest, 2425 Matheson Blvd. East, Suite 600, Mississauga, Ontario, L4W 5K4.

Only one (1) entry per person (by any of the above means) during the Contest Period.

Contest End Date: Entries must be received no later than the end of the Contest Period (October 23, 2019 at 12:00 noon EST), or if mailed, then postmarked no later than October 23, 2019 and received no later than October 25, 2019 at noon EST.

Entries will be declared invalid if they are lost, late, illegible, misdirected, incomplete, damaged, destroyed, delayed, irregular, mutilated, tampered with, altered, fraudulent, forged, garbled or mechanically or electronically reproduced and no responsibility is assumed by CWT Vacations for any such entries. If there is a dispute as to the identity of a winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address at time of entry. The "authorized account holder" is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Any selected entrant may be required to provide CWT Vacations with proof that the selected entrant is the authorized account holder of the email address associated with the winning entry.

3. Eligibility: This Contest is open only to legal residents of Canada who have reached or surpassed the age of majority in their province or territory of residence as of the first day

of the Contest Period, and who are residing in Canada throughout the Contest Period. This Contest is void in whole or part where prohibited by law. The Contest is not open to (i) employees of CWT Vacations and Air Canada Vacations, their respective affiliated companies, advertising agencies, contractors, agents or other representatives or members of their respective immediate families or those with whom the forgoing persons are domiciled, or (ii) any person who has won a prize from CWT Vacations during the period from September 1, 2018 to the start of the Contest Period. CWT Vacations shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to CWT Vacations for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. CWT Vacations reserves the right, in its sole discretion, to disqualify any person who supplies untruthful, incomplete, inaccurate or misleading personal details and/or information at any time.

4. Winner Selection:

- a. A draw will be held to determine the winner (provided the selected entrant complies with these Contest Rules). The draw will be held on Friday, October 25, 2019 at 3:00 p.m. EST from all entries received on or before the date described under the heading "Contest End Date" above. The draw will occur at CWT Vacations' Mississauga office at 2425 Matheson Blvd. East, Suite 600, Mississauga, Ontario, L4W 5K4. Subject to any delays as a result of ineligible entries, a contestant's inability to answer a skill testing question, or a contestant's failure to return the Release, the grand prize winner will be announced 15 days after the draw, on CWT Vacations' Facebook page:

<https://www.facebook.com/cwtvacationsvoyages>

- b. The odds of being selected as the grand prize winner are dependent upon the number of eligible entries received by CWT Vacations at the time of the draw.
- c. To be declared a winner and claim the corresponding prize, the selected entrant for the prize must: (i) be reached by phone or e-mail and or/or respond to any phone call, voicemail or email (in each case left at the phone number or email address provided by the selected entrant when submitting his or her entry) within two (2) business days of receipt (for this purpose voicemail and email are deemed received on the date left or delivered); (ii) have complied with the official Contest Rules; and (iii) sign and return the Release, described in section seven (7) of these Contest Rules and correctly answer (without assistance of any kind, whether mechanical or otherwise), a mathematical skill-testing question on that Release, within five (5) business days of receipt. CWT Vacations may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate and include the participation of entrants with physical or cognitive disabilities. Upon satisfaction of the above conditions, the prize letter explaining how, when and where to redeem the prize will be mailed or emailed by CWT Vacations to the winner within two (2) days of being selected, at the address indicated on the winner's entry form or at the time of booking a trip (as applicable depending on the method of Contest entry). If the selected entrant cannot be contacted by email or telephone, fails to return the Contest documents within the specified time, or otherwise does not satisfy any of the above conditions; then he/she will forfeit his/her prize and an alternate winner will be selected. CWT Vacations is

not responsible for the failure for any reason whatsoever of the winner to receive notification or for CWT Vacations to receive a selected entrant's response.

5. Prize: There will be five (5) winners drawn at the end of this Contest and five (5) prizes awarded.

The prize, having a total maximum value of up to \$20,000 CAD, (\$4,000 CAD per prize) is described in more detail in Section 6 below.

CWT Vacations reserves the right to substitute the prize or any component of it (including the destination of the prize and the gateway) for one of equal or greater value.

The prize must be accepted as awarded and is not transferable or convertible to cash or to another person's name. No substitutions except at CWT Vacations' option. CWT Vacations reserves the right to substitute the prize for one of equal or greater value. CWT Vacations shall not assume any liability for a lost, damaged or misdirected prize. Only the winners will be notified, and CWT Vacations will not communicate to individuals the fact that they have not won this Contest. Upon written request to CWT Vacations delivered to CWT Vacations, 2425 Matheson Blvd. East, Suite 600, Mississauga, Ontario, L4W 5K4. Attention: Marketing Manager, the winner of the prize will be disclosed.

Prize Description: The prize consists of: one (1) of five (5) trips for two (2) adults to Cancun, Mexico, for the See You Soon Cancun promotion. The cost of each trip is value at approximately \$2000 per person (\$4000 per couple). All reservations are subject to availability. Travel must be completed from November 16, 2019 to November 23, 2019.

Maximum value of \$20,000 CAD for the five sets of two tickets (10 flights total) onboard Air Canada or Air Canada Rouge from Toronto to Cancun, Mexico, and seven nights' accommodation provided by the Grand Palladium White Sand Resort and Spa.

The prize(s) is a trip for two (2) adults and includes:

- Round-trip economy airfare direct for two (2) adults for seven (7) nights onboard Air Canada or Air Canada Rouge (including connectors if winner is outside the province of Ontario and if required) from Toronto to Cancun, Mexico.
- Seven (7) nights' accommodation provided by Grand Palladium White Sand Resort and Spa. Double occupancy in a lead in category room.
- Transfer from Cancun International Airport to Grand Palladium White Sand Resort and Spa.

Your Prize does not include (these are the responsibility of the prize winner):

- All taxes and fees; including air taxes and local departure taxes
- Gratuities and charges of a personal nature

The following conditions will apply:

- This prize is to be used by the winner and is not transferable
- Travel date is confirmed for November 16, 2019 for seven (7) nights. And no extension will be permitted. Winners must fly from Toronto to Cancun on November 16, 2019.

- Once issued in the name of the travelers, these tickets are non-refundable, non-transferable, have no cash value.
  - The prize may not be sold or bartered
  - Once booked changes are not permitted
  - Prize is valid from November 16, 2019 to November 23, 2019 and no extensions will be given.
  - Confirmation is subject to availability.
- a) Winner(s) must accept the prize on condition of travel from November 16, 2019 to November 23, 2019 to the CWT Vacations Marketing Department at the time of acceptance of the prize, failing which ACV will not accept the reservation and the prize will be deemed void.
  - b) The winner and his/her travel companion must travel together both ways.
  - c) The winner and his/her travel 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 expenses, all documentation necessary for the trip as required by the authorities concerned, including, but not limited to, visas, passports, vaccinations and certificates. These shall be obtained before departure. The winner and his/her travel companion shall comply with the contest validity dates and accept the alternatives proposed by Transat, if this proves necessary. No extension of stay will be permitted. Air Canada Vacations and CWT Vacations reserve the right to offer a comparable price if a program is cancelled in the case of force majeure or in the case of any other irresistible and unforeseeable circumstances.
  - d) All of the personal expenses of the winner and his/her travel companion are their sole responsibility. The winner and his/her travel companion are responsible for their own transportation upon departure and arrival at the international airport of departure, as determined by Air Canada Vacations. ACV 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 which is part of the price for any reasons whatsoever, including, but not limited to, weather conditions, equipment breakdown or failure.
  - e) Travel must be booked by October 31, 2019 for travel from November 16, 2019 to November 23, 2019.
  - f) Air travel to destination where the hotel is located will be exclusively on flights sold by Air Canada or Air Canada Rouge.
  - g) Reservation is subject to availability of both Air Canada Vacations and/or the hotel at time of reservation.
  - h) Insurance charges, personal expenses and travel documentation are not included in the prize.

- i) Air Canada Vacations and CWT strongly recommend that travel insurance be purchased at time of reservation as a measure of added protection.
  - j) All travel documentation that may be required (visa, passports, etc.) are the winner's and his/her travel companion's responsibility and must be obtained prior to departure. Valid passport required. Tickets must match legal names as per the traveller's passport. It is the sole responsibility of the winner and his/her travel guests to obtain all necessary travel documentation, including passports, insurance and visas. All passports must be valid within six (6) months of departure.
  - k) The prize offered must be accepted as offered and is not exchangeable, refundable, transferable or convertible into cash, and the duration cannot be extended. Unused travel services are not exchangeable for alternate arrangements.
  - l) The winner and his/her travel companion shall respect the validity dates of the promotion and will be subject to the terms and conditions contained in these Contest Rules & Regulations.
  - m) Winner will be responsible for all transportation related fees and taxes; currency and fuel surcharges if applicable at time of booking; port and service charges, the cost of off resort meals and beverages, items of a personal nature; passports and travel documents; travel insurance, phone calls, gratuities; merchandise, spa treatments; optional tours and excursions; airline connectors or transportation between his or her home and the Canadian airport/departure city from where the flights operate, pre and post hotel stay if required. Return land transfers between airport and Hotel are not included.
  - n) CWT Vacations reserves the right to offer a comparable product in the event of a program cancellation, act of God or other unforeseen circumstances.
  - o) If you are unable to redeem any or all the prize components due to reason beyond the control of CWT Vacations and all parties associated with the prize, then no compensation or substitutions will be provided.
  - p) You agree to have your name and/or photo published for advertising and promotional purposes, as CWT Vacations sees fit.
  - q) You agree to be filmed upon departure at the airport to be published for advertising on promotional purposes, as CWT Vacations see fit.
6. Release: The prize winner will be required to execute a written release ("Release") that confirms his or her: (i) eligibility for this Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of CWT Vacations and Air Canada Vacations and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their respective employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability from any loss, harm, damages, cost or expenses arising out of participation in this Contest, participation in any Contest-related activity, any travel taken in connection with any prize won in this Contest, or the acceptance, use, or misuse of the prize, including but not

limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) granting to CWT Vacations and Air Canada Vacations of the unrestricted right, in their respective discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, the winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within five (5) business days of the date indicated on the accompanying email letter of notification (with the skill testing question on it correctly answered) or the verification as the winner, or he/she will be disqualified and the prize forfeited.

7. Indemnification by Entrant: By entering the Contest, each contestant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to him or her or any other person, including personal injury, death, or property damage, resulting in whole or part, directly or indirectly, from such contestant's participation in the Contest, breach of any of these Contest Rules, acceptance, possession, use or misuse of the prize, or from any activity undertaken by such contestant in connection with this Contest. Each contestant shall fully indemnify the Releasees from any and all claims by third parties relating to the Contest.
8. Online Registration: None of CWT Vacations or Air Canada Vacations will be responsible for any problem or technical malfunctions or operational problems with any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet or at any website and assumes no liability for damage to any contestant's or any other person's computer resulting from participating in this Contest.
9. Changes: If, for any reason, any portion of this Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of this Contest is corrupted or adversely affected, including without limitation by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control or for any other reason whatsoever, then CWT Vacations, in its sole and absolute discretion, subject (in Québec only) to the approval of the Régie des alcools, des courses et des jeux (the "Régie"), may cancel, terminate, modify (including extending or shortening the Contest Period) or suspend the Contest without individual notice. Any such notice will only be posted on [www.cwtvacations.ca](http://www.cwtvacations.ca) and on the CWT Vacations Canada Facebook page: [www.facebook.com/cwtvacationsvoyages](http://www.facebook.com/cwtvacationsvoyages).
10. For Residents of Québec: Any litigation concerning the conduct or administration of this Contest may be submitted to the Régie for a ruling. Any litigation concerning the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

Au Québec: un différent quant à l'organisation et la conduite d'un concours publicitaire peut être soumis à la Régie afin qu'il soit tranché. Un différend quant à l'attribution d'un prix peut être soumis à la Régie uniquement aux fins d'une intervention pour tenter de le régler.

For all other participants, any litigation must be initiated in the City of Toronto.

11. Conduct: By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the [www.cwtvacations.ca/see-you-soon-cancun](http://www.cwtvacations.ca/see-you-soon-cancun) and [www.cwtvacationclub.ca/see-you-soon-cancun](http://www.cwtvacationclub.ca/see-you-soon-cancun) websites throughout the Contest Period and to be bound by the decisions of CWT Vacations (which will be final on all matters relating to this Contest). CWT Vacations reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process, or the operation of the Contest or the CWT Vacations Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online CWT Vacations property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION; ANY ATTEMPT TO DELIBERATELY DAMAGE THE CWT VACATIONS CONTEST WEBSITE OR ANY OTHER CWT WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, CWT VACATIONS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO CRIMINAL PROSECUTION.

12. Privacy/Use of Personal Information:

a) By submitting an entry to this website each contestant:

- (i) confirms that he or she grants to CWT Vacations the right to use his or her name, telephone number, province and city of residence, age, gender, language, email address, photograph ("Personal information") for the purpose of administering this Contest, including but not limited to contacting and announcing the winner (and the prize won) and contacting him or her to confirm any of the information, consents, and grants that he or she has provided;
- (ii) grants to CWT Vacations the right to use his or her contact information to contact him or her regarding any issues, notifications, or corrections arising from or in connection with the Contest, including without limitation relating to any prize awarded;
- (iii) grants to CWT Vacations the right to use his or her Personal information for publicity and promotional purposes including but not limited to those relating to the Contest, in any and all media now known or hereafter devised, developed using the rights granted in connection with the Contest without further compensation unless prohibited by law; and
- (iv) acknowledges that CWT Vacations may disclose his or her Personal information to third-party agents and service providers of CWT Vacations (including any outside of Canada), in connection with any of the activities listed in (i) (ii) and (iii) above.

b) All entries become the property of CWT Vacations and none will be returned. CWT Vacations reserves the right, at its option, to publish the winner's name, address, photograph, likeness, voice or statements at any time without further compensation to the winner.

c) CWT Vacations may retain and use the Personal Information described in paragraph 13(a) for future marketing of its products, services and promotions to each contestant and

may share it with companies with whom it has marketing and other promotional arrangements for the purpose of providing each contestant with information about their products and services.

d) CWT Vacations will use the Personal information only for identified purposes. For further information concerning the treatment of personal information, see the privacy policy posted on CWT Vacations' website at: <https://www.cwtvacations.ca/en/privacy-policy>.

13. General: This Contest is subject to all applicable federal, provincial and municipal laws and regulations in Canada. This Contest is void where prohibited or otherwise restricted by law. All currency indicated in these Contest rules are in Canadian dollars.