

**EUROPE TOOLKIT CONTEST FOR TRAVEL AGENTS**  
(the “**Contest**”)  
**OFFICIAL CONTEST RULES AND REGULATIONS**  
(the “**Contest Rules**”)

*NO PURCHASE OR MONETARY CONSIDERATION NECESSARY TO ENTER OR WIN.*

*VOID WHERE PROHIBITED OR RESTRICTED BY LAW.*

The Contest is brought to you by Air Canada Vacations® (the “**Contest Organizer**”). The Contest starts on February 1<sup>st</sup>, 2023 at 12:01 a.m. EST and closes on April 30, 2023 at 11:59 p.m. 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 who: (i) are regular, full-time employees of IATA & TIDS approved travel agencies in good standing with Air Canada; and (ii) hold a valid IATA Canadian Travel Industry I.D. card (each an “**Eligible Participant**”).

Directors, employees, representatives, or agents (excluding Eligible Participants, as defined above) of Air Canada and 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.

Eligible Participants can enter the Contest either via (I) Bookings Entry, or (II) Mail-In Entry, detailed as follows:

**I. Bookings Entry**

Eligible Participants can participate in the Contest by booking an air and hotel package, a tour or Epackage to Europe with Air Canada Vacations during the Contest Period with a date of departure between February 1, 2023 and December 31, 2023. Booking of an air and hotel package, a tour or Epackage to Europe must be made through the Air Canada Vacations® website for travel agents at [www.vacations.aircanada.com](http://www.vacations.aircanada.com) during the Contest Period (an “**Eligible Booking**” and collectively “**Eligible Bookings**”).

Each Eligible Booking is equal to one (1) entry in the Contest. It is not permitted to submit an Eligible Booking more than once.

In order to receive an entry to the Contest, Eligible Participants must submit their Eligible Booking with the Microsoft Form available at the following hyperlink <https://aircanadavacations.formstack.com/forms/vacveur2023> under the contest banner, the whole subject to the Microsoft Forms [Terms of use](#) and subject to Air Canada’s [Privacy Policy](#).

The purchase of Flight Passes is excluded from qualifying as an Eligible Entry (as defined below). Land only or flight only bookings are also excluded from qualifying as an Eligible Entry. The Air Canada flight portion of the Eligible Booking must be issued using 014 ticket stock for flights operated by Air Canada, Air Canada Rouge® or under the Air Canada Express® banner.

## **II. Mail-In Entry**

Eligible Participants can also enter the Contest by mailing a fifty (50) word essay, in English or in French, about why they would like to win the Europe Toolkit Travel Agent Contest along with their name, address, e-mail address, IATA number, agency name and telephone number to the following address:

1440 Ste-Catherine West, Suite 600, Montreal, QC, H3G 1R8

Only one (1) entry per envelope is permitted for a maximum of one (1) entry per Eligible Participant during the Contest Period. Mail-in entries must be received by Contest Organizer before 11:59 EST on April 30, 2023. The Contest Organizer takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed mail-in entries. Essays that are not an original creation of the person submitting it, or which are illegal, defamatory or in any way obscene, all as determined solely by the Contest Organizer, will be disqualified.

*Although online access is required in order to enter the Contest via certain methods of entry detailed above, no purchase is necessary. Subject to COVID-19 restrictions, many public libraries, Internet cafés, retail businesses and others offer free access to Internet.*

## **Entry Requirements**

To be considered an Eligible Entry, as defined below, all content and materials associated with your entry (regardless of the method of entry) (collectively, the "**Submission**") must: (i) be submitted and received in accordance with these Contest Rules during the applicable Contest Period; (ii) include all required components and materials noted above; and (iii) comply with these Contest Rules, including, but not limited to, the General Term and Conditions listed below for each Prize (all as determined by the Contest Organizer in its sole and absolute discretion). By participating in this Contest, including without limitation submitting an Eligible Entry, you signify that you have read and agree to be legally bound by these Contest Rules.

Each Submission received from an Eligible Participant that meets the requirements above will be considered an "**Eligible Entry**" and collectively the "**Eligible Entries**".

By entering the Contest, each Eligible Participant agrees that their Eligible Entry complies with the Content Restrictions, as defined below, and that Contest Organizer may choose to disqualify an Eligible Participant from the Contest if it believes, in its sole discretion, that the Eligible Entry fails to comply with the following restrictions (collectively, the "**Content Restrictions**"):

- Posts, written submissions, essays, pictures and/or videos (each, a "**Creative Work**") must not be illegal, defamatory, hateful or in any way obscene, or disparage Contest Organizer or any other person or party;
- The Submission (including any Creative Work) must not contain material that is unlawful, in violation of or contrary to the laws or regulations of any jurisdiction where

they are created, or that violates or infringes any third-party rights, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights; and

- The Submission (including any Creative Work) must not be inconsistent with the image and values of Contest Organizer or contrary to the purpose of the Contest.

By entering, each Eligible Participant warrants and represents the following with respect to the Submission: (i) Eligible Participant is the sole and exclusive owner of any Creative Work forming part of the Submission; (ii) Creative Work must be an original creation of the Eligible Participant; (iii) the Submission (including any Creative Work) will not infringe on any rights of any third parties; and (iv) any third parties appearing in the Creative Work have given entrant appropriate consent to be photographed and used as permitted herein. Contest Organizer reserves the right to request releases from any third parties appearing in any Creative Work at any time. Failure to produce third party releases upon Contest Organizer's request may result in disqualification, as determined by Contest Organizer in its sole and absolute discretion.

### **3. Prize(s)**

There are two (2) prize(s) to be won (each a "**Prize**", collectively the "**Prizes**"), detailed as follows:

1<sup>st</sup> Prize - For a winner and one (1) guest: 9 days 7-night Italy Express Europe Tour vacation package with departure date confirmed on October 15, 2023 from Toronto. The package includes:

- I. Two (2) Economy Class round-trip ticket(s) on a departing flight from Toronto to Rome, Italy on October 15, 2023, and a return flight from Venice, Italy to Toronto on October 23, 2023, operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada Rouge).
- II. 7 nights of 3-star double occupancy accommodation.
- III. Private airport transfers in Rome and Venice; 7 breakfasts; high-speed train between Rome and Florence; Florence and Venice (in selected fare class).
- IV. More Moments - 3 activities included: 1-day Hop-On Hop-Off bus pass in Rome (valid for 24 hours); 1-day Hop-On Hop-Off bus pass in Florence (valid for 24 hours); excursion to Murano and Burano (half-day).
- V. All taxes and fees; including air taxes and local departure taxes.

2<sup>nd</sup> Prize - For a winner and one (1) guest: 9 days 7-night Italy Express Europe Tour vacation package with departure date confirmed on October 19, 2023 from Montreal. The package includes:

- I. Two (2) Economy Class round-trip ticket(s) on a departing flight from Montreal to Rome, Italy on October 19, 2023, and a return flight from Venice, Italy to Montreal on October 27, 2023, operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada Rouge).
- II. 7 nights of 3-star double occupancy accommodation.
- III. Private airport transfers in Rome and Venice; 7 breakfasts; high-speed train between Rome and Florence; Florence and Venice (in selected fare class).
- IV. More Moments - 3 activities included: 1-day Hop-On Hop-Off bus pass in Rome (valid for 24 hours); 1-day Hop-On Hop-Off bus pass in Florence (valid for 24 hours); excursion to Murano and Burano (half-day).
- V. All taxes and fees; including air taxes and local departure taxes.

\*Any necessary travel to and from the departure city is not included in either Prize. Contest Organizer will assist winner in making the necessary arrangements at winner's cost.

**Note: This Contest will be administered with the federal and provincial tax guidelines. The Prize constitutes taxable income, except in limited circumstances. The Prize winner is solely responsible for the reporting and payment of any applicable taxes with respect to any Prize received under the Contest. Air Canada will report the Prize amount on a T4A or such other prescribed tax forms.**

#### Travel Terms and Conditions

Reservations for flights and accommodations (if applicable) are subject to availability.

**If selected, the winner and their guest must be available to travel on the specified dates (October 15, 2023 for Prize departing from Toronto and October 19, 2023 for Prize departing from Montreal).**

Travel does not qualify for Aeroplan points accumulation or for mileage/points 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 their guest(s) are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point (as the Prize originates and terminates at such departure point), obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas, proof of vaccination against COVID-19 and complying with entry, health, safety, customs and immigrations regulations and requirements. Please consult the website of the Government of Canada for information about COVID-19 requirements: <https://travel.gc.ca/travel-covid>. These requirements are subject to change without notice. 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 Prize winner and their guest(s) are also aware of the Air Canada CleanCare+ Program. For more information, please visit the Air Canada website and more specifically the Air Canada Travel Ready hub, at [aircanada.com/travelready](http://aircanada.com/travelready).

The Prize winner agrees and acknowledges that Contest Organizer will not be liable if any of the guest(s) or the Prize winner are denied boarding due to any failure to comply with applicable travel restrictions or requirements.

The Prize winner and their guest(s) understand and acknowledge the risks related to the spread of infectious or contagious diseases and understands it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19.

Other mandatory safety protocols may apply based on the nature of the Prize. Availability of the services and facilities may be impacted.

#### Prize Value

The approximate value of the Prize(s) is:

<b>Total value of Prize(s)</b>	<b>\$ 7,316</b>
<b>Value per Prize</b>	<b>\$ 3,658</b>

Exact value of the Prize depends on point of departure and destination as well as time of travel. Prize 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 Organizer reserves the right at its sole discretion to substitute the Prize for one of equal or greater value.

#### **4. Prize(s) Draw**

A random draw from all Eligible Entries received from Eligible Participants during the Contest Period to select the winner(s) of the Prize will be held at Air Canada Vacations' offices located at 1440 Ste-Catherine West, Suite 600, QC, H3G 1R8 on May 15, 2023 at 10:00 am EST.

The odds of winning a Prize will depend upon the total number of Eligible Entries received from Eligible Participants during the Contest Period.

Limit of one (1) Prize per person.

#### **5. Claiming of Prize(s)**

In order to be declared a winner and be able to claim their Prize, the Eligible Participant selected as per these Contest Rules will be contacted by telephone, e-mail, direct message or other form of notification sent to the coordinates accompanying the selected Eligible Entry or the social media account used to submit the selected Entry (if applicable) and will be instructed on how to claim their Prize by the Contest Organizer or Contest Sponsor (if applicable) or one of its agents or representatives, shortly following the draw and must confirm acceptance as a selected Eligible Participant within three (3) calendar days of contact. Each potential Prize winner is solely responsible for ensuring their social media account settings are set such that they are able to receive such notification messages from the Contest Organizer (if applicable).

If the selected Eligible Participant does not confirm acceptance within three (3) calendar days, the Eligible Participant will be automatically disqualified and forfeit all rights to the Prize. At its entire discretion, Contest Organizer may select another Eligible Participant among the Eligible Entries by way of random draw.

Before being declared a Prize winner, each selected Eligible Participant will be required to successfully answer a time-limited four-step, two-to-three number mathematical skill-testing question and sign a declaration form confirming, without limitation, that:

- they comply with the eligibility requirements;
- they have read the Contest Rules and comply completely;
- they accept the Prize as awarded;
- they comply with any conditions/restrictions that may apply to the Prize;
- they acknowledge the Contest Organizer's right to publish their picture, name and city of residence without compensation other than the Prize offered; and
- they acknowledge the disclaimer of liability from the Contest Organizer, Contest Sponsor (if applicable) and their respective parent, subsidiaries and

affiliates, media partners, advertising, promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents.

Guest(s) of the Prize winner will also be required to sign a similar declaration form.

No correspondence will be undertaken except with the selected Eligible Participants whose Eligible Entry was drawn. Once an Eligible Participant is declared a Prize winner by Contest Organizer, Contest Organizer will send the Eligible Participant an email containing the details of how to redeem their Prize.

## **6. General Terms and Conditions**

All Submissions and all information provided, by Eligible Participants must be complete and accurate. Contest Organizer will not be held responsible for any incorrect or inaccurate transcription of entry information, any error or technological malfunctions of any kind in connection with the Contest, telephone or internet interruptions and/or any late/incomplete/erroneously completed Prize claims or declaration forms or validly disqualifying any Eligible Participants or winner(s) in accordance with the terms hereof.

All Submissions are subject to verification by the Contest Organizer 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 any condition of these Contest Rules.

The contents of all entries submitted become property of the Contest Organizer and will not be returned. Each Eligible Participant grants permission for Contest Organizer and Contest Sponsor (if applicable) to use the contents of their Eligible Entry including name and address for editorial, advertising, marketing and promotional purposes in any and all media now known or hereafter discovered, worldwide, in perpetuity, without compensation, notification or permission. Contest Organizer reserves the right to: (i) use the contents of Eligible Entries provided by entrants, for editorial, advertising, marketing and promotional purposes, without further compensation or notice, unless prohibited by law; and (ii) publish without compensation the full name, city of residence, and photograph of all Prize winners and Eligible Participants waive all rights with respect to printed, broadcast and other forms of publicity.

By entering the Contest, Eligible Participants expressly consent to the Contest Organizer, Contest Sponsor (if applicable), media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with their Eligible Entry only for the purpose of administering the Contest and in accordance with the Contest Organizer's Privacy Policy publicly available on Contest Organizer's website:

➤ <https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html>.

Contest Organizer will retain the personal information according to applicable laws.

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 Organizer 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 Organizer determines, at its sole discretion, that any entry compromises the integrity of the Contest, the Contest Organizer 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 Organizer further reserves the right, at its sole discretion, to disqualify any individual from the Contest, and/or to revoke, rescind, withhold or otherwise limit or restrict the Prize awarded to a winner, and/or to ban the individual from any future contest of the Contest Organizer who it finds or believes to be: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of the Contest Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; (iii) acting or involved in any situation or occurrence which brings them into public disrepute, contempt, scandal, or ridicule, or which shocks, insults, or offends the community or any group or class thereof, or to offend public morals and decency to or which reflects unfavourably upon the Contest Organizer, the Contest Sponsor (if applicable), the Prize supplier, if any, and each of their respective parent, subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns, or their respective products or services, as determined in the reasonable discretion of the Contest Organizer; or (iv) posting or making available to the public any post, picture, video, statement, or any other content of any form on any media (including any social media platform) mentioning, tagging, alluding to, or associating itself in any way with the Contest and/or the Prize which, in the reasonable discretion of the Contest Organizer, infringes or otherwise violates the rights of the Contest Organizer, the Contest Sponsor (if applicable), the Prize supplier, if any, and each of their respective parent, subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns.

By entering this Contest, Eligible Participants agree that the Contest Organizer and Contest Sponsor (if applicable) and each of their 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 do not make any representation or warranty, or assume any liability beyond, where applicable, what has been described as the Prize in these Rules.

Eligible Participants agree to be bound by all decisions of the Contest Organizer and/or Contest Sponsor (if applicable) regarding the Contest which shall be final and binding in all respects.

The Contest is subject to federal, provincial and local rules and regulations. Subject to the following paragraph, this Contest is subject to all applicable national, federal and provincial laws and regulations; unless otherwise provided at law, all actions, proceedings or litigation relating hereto shall be adjudicated in the judicial district of Montreal, province of Quebec, and the parties consent to such exclusive venue and jurisdiction.

**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* 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.

**Intellectual Property:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by Contest Organizer

and/or Contest Sponsor (if applicable) and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

Eligible Participants may obtain the Prize winners' names between May 15, 2023 and June 15, 2023 by addressing their request, accompanied by a self-addressed envelope with sufficient postage to: 1440 Ste-Catherine West, Suite 600, QC, H3G 1R8.

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