

ACV & ME POINTS 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**”) and Open Jaw Network (“**Contest Sponsor**”). The Contest starts on October 15, 2024 at 12:01 a.m. EST and closes on November 17, 2024 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) Online Entry, detailed as follows:

I. Online Entry

Eligible Participants can enter the Contest by visiting the Contest website during the Contest Period

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.

Prize Description

There are 1 Prize to be won, each consisting of the following for the winner: 10,000 ACV&ME Points.

3. Prize(s) Draw

A random draw from all Eligible Entries received from Eligible Participants during the Contest Period to select the winner of the Prize.

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

4. 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.

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.

5. 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/privacy-policy>

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.

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