



## **RULES FOR THE OLD PORT CONTEST (the “Contest”)**

Organized by the Old Port of Montréal Corporation (Contest Organiser), in collaboration with Brand USA and Air Canada (“Prize Sponsors/Suppliers”), the Contest will take place from 00h01 November 9, 2018, to 11h59 p.m. March 11, 2019.

### 1- TERMS AND CONDITIONS OF PARTICIPATION

#### **No purchase required.**

To enter the Contest, simply register on the Contestmsc.com website. To be considered valid, entries must be received no later than 11h59 p.m. on March 11, 2019.

Limit of one entry per email address, and a person cannot use more than one email address to participate.

Limit of one entry per URL address.

Any Contest participant who submits or attempts to submit more entries than the number permitted as provided for above or who uses more than one email address or uses any form of entry duplication, be it robotic, automated, mechanical, electronic or other unauthorized method per the terms of the Rules herein, shall be considered as having attempted to falsify or manipulate an entry and shall automatically be disqualified.

Under no circumstances shall an entry be accepted after the Contest deadline. All entries submitted after 11h59m59s p.m. March 11, 2019, will be discarded.

### 2- CONDITIONS OF ADMISSIBILITY

This Contest is open to any person residing in Canada who is 18 years or older as of the Contest’s start date. Persons not admissible to the Contest are employees, agents, and representatives of the OPMC or of their advertising and promotional agencies, of the suppliers of the prizes, products or services affiliated with this Contest, or of any other party directly involved with the holding of this Contest, including any member of their immediate family (mother, father, brother, sister, child), their legal or common-law spouse, and any persons with whom these said employees, agents, and representatives reside.

### 3- AWARDING OF PRIZES

The random draw will be held, following the end of the Contest and will be performed by an employee of the OPMC from inside the OPMC’s offices. Each draw will be made from all admissible entries received during the Contest. The draw will take place at 10 a.m. on March 13, 2019.

The participant associated with the entry drawn and who correctly answers the mathematical skill-testing question that will be asked on the phone at a previously agreed time shall be declared winner of the grand prize, subject to fulfilling all conditions outlined in the present Rules herein.

The winner shall be notified by telephone or email at the number or email address indicated on his/her entry form. The winner must claim his/her prize within seven (7) days of the date of the initial notification per the instructions provided by the OPMC. Should the winner be unreachable within the seven (7) days following the first notification, or fail to correctly answer the mathematical skill-testing question (as applicable), or refuse the prize or be declared inadmissible, the winner shall automatically be rescinded by the OPMC who will then proceed to make another draw in order to award the prize.

#### 4- DESCRIPTION OF THE PRIZE

##### **Grand Prize**

The winner receives a travel credit of up to \$ 8,000 (taxes included) to plan a tailor-made trip for four people to California.

Once declared as such, the winner will be put in touch with a concierge service that will coordinate trip details, although the winner will have to proceed to make his/her own air travel ticket reservation by following the instructions given hereafter. Please note that this service may only be offered in English. The travel credit can be used to cover only: the costs of airfare (round trip with Air Canada from Montréal-Trudeau airport), accommodations and other activities, including meals in one or more restaurants specified in the prize package.

The prize includes only that which is explicitly outlined. No other allocation shall be granted. The winner and persons accompanying him or her shall be responsible for all costs, without being limited to, the following expenses:

- Transportation fees not included in the prize, including transport to and from the winners' home to Montréal-Trudeau Airport;
- All taxes applicable to the airfares, airport, and any other related tax as applicable;
- Travel insurance (cancellation, health, etc.);
- Tips and taxes of any nature;
- Any and all personal expenses.

This prize is valid for flights aboard Air Canada, Air Canada Express or Air Canada Rouge only. Places are subject to availability at the time of booking, and the trip must end no later than March 31, 2020.

Book online at [www.aircanada.com](http://www.aircanada.com). Enter the following information before clicking Find:

- Departure and destination cities
- Dates of departure and return
- Promotional code\*

\*Only after the winner has completed and submitted the Declaration and Release Waiver form to the OPMC the winner obtains a promotional code to use to book his tickets.

It is not permitted to travel with these tickets during normal blackout periods, namely:

- December 16, 2019 - January 10, 2020
- Spring Break 2019 (American)

Terms & Conditions:

- The origin and destination cannot be changed after your ticket has been issued. However, it is permitted to change the time of flight or the date of travel. To do this, go to [aircanada.com](http://aircanada.com), choose My Bookings to access and manage your booking, and make the changes you want. A change fee may apply to each ticket.
- It is the responsibility of the ticket holder to pay all applicable fees, such as airport and departure taxes, security duty or other taxes or fees imposed by third parties.
- The ticket cannot be assigned, refunded or cashed.
- The accumulation of miles as part of a loyalty program is not allowed.
- Stopovers are not allowed. Therefore, the travel credit must be used for direct flights and for a single trip only. Any unused portion will be cancelled without compensation.
- The use of eUpgrade Credits is not allowed.
- The winners of promotional passes may be held liable to Air Canada for not complying with the restrictions and travel conditions applicable to their tickets or for fraudulent use of those tickets.
- Your promotional code may not be distributed, sold, or used for commercial or personal profit that differs from the intended use. Air Canada reserves the right to change or cancel this promotional code in its sole discretion.

Any breach of these conditions may result in the cancellation of this promotional code and any reservation made using this promotional code and may also result in legal or other remedy to repair the damage suffered, recover the expenses or costs incurred, or compensate for losses incurred as a result of the prohibited use.

The winner and persons accompanying the winner, as applicable, are responsible for ensuring at their own expense that they hold a valid passport for the duration of the trip as well as any other required travel document. The prize shall be rescinded without any other form of compensation should winner and the persons accompanying the winner be unable to travel because they do not have the required documents. Winner must present a valid credit card to hotels to cover incidental charges.

The deadline to redeem the prize is March 31, 2020. Redeeming the prize is subject to the availabilities of the air carrier.

The winner must be available during the period outlined in the Description of Prizes. Should the winner and the persons accompanying him or her be unavailable during the indicated period, the prize shall be rescinded without any form of compensation.

The maximum value is \$ 8,000. If the components of the trip selected by the winner amount to less than \$ 8,000 (taxes included), the difference will not be granted and will be canceled. If the reverse situation occurs, then the winner and his guest will have to assume the difference at the time of booking.

5- GENERAL TERMS & CONDITIONS

- a) To be declared a winner, the participant whose entry is drawn must correctly answer a mathematical skill-testing question.
- b) By entering the contest, you:
  - a. Acknowledge having read and agreed to the Contest Rules and agree to abide by them;

- b. Confirm being admissible per the Contest's Conditions of Admissibility and confirm your acceptance of the prize (should you be declared a winner);
- c. Accept the prize as offered by the OPMC or the Prize Sponsors/Suppliers subject to correctly answering the mathematical skill-testing question;
- d. Consent to your name, city and province of residence, image, statements and/or voice being made public and used without compensation by the OPMC or the Prize Sponsors/Suppliers for promotional purposes and other Contest-related purposes;
- e. Agree that your heirs, successors, and right holders release the OPMC and the Prize Sponsors/Suppliers as well as their administrators, directors, agents, affiliated companies and respective employees ("Released Parties") from all liability in regards any damages and losses incurred through your participation in the Contest, or through the awarding, acceptance, and use of the prize awarded (if applicable).

All persons accompanying the winner of the Grand Prize must complete an Attestation and Discharge Form by which they consent to the use without compensation of their names, image and/or voice for the purposes of promoting the Contest, and duly release the Released Parties from all liability relating to damages and losses incurred during the use of the prize awarded to the winner.

- c) The prize shall be accepted as offered and may not be exchanged, reimbursed, sold, or transferred. No substitutions shall be granted. Any unused portion of the prize as awarded, regardless of the reason, shall be rescinded.
- d) Should it be impossible to award the prize exactly as outlined herein, the OPMC reserves the right to substitute a prize or an element thereof of approximately the equivalent value, at its sole discretion.
- e) By refusing the prize, in whole or in part, the winner thereby release the Released Parties from any and all of their obligations towards the winner in relation to the prize or the portion of the prize in question.
- f) Any false declarations made by a participant shall automatically disqualify him or her from the Contest.
- g) The OPMC may, as its sole discretion, require a proof of identity or proof of age from any participant. Refusal to furnish said proof shall automatically disqualify him or her from the Contest.
- h) The Released Parties accept no responsibility with regard to losses, damages, or personal injury of any kind, including but not limited to: i) entries that are lost, stolen, delivered late, damaged, misdirected, destroyed, illegible or incomplete; ii) the loss, theft, or loss of integrity of any software or telephone or computer data, including any breach of privacy, iii) fraudulent calls; iv) the inability of any person to enter the Contest for any reason, including but not limited to, postal or email address errors, computer or telephone failure or any other operating problems of online data systems, servers, service providers, computer equipment or software; entries that are lost, delivered late, incomplete, illegible or misdirected; bugs, service interruptions, material or software data transmission errors or losses, delayed or compromised data transmissions; problems relating to internet or any website traffic, or any combination of the aforementioned; v) damages to any person's hardware including those resulting from the use or download of any content related to the Contest; vi) any delay or inability to act due to any event or situation beyond their control, including strikes, lockouts, or any other work conflict at their place of work or places of work of organizers or businesses whose services were used to hold

this Contest; vii) the loss, breakage or misdirection of any prizes at the time of delivery, or viii) any losses, damages, defects or inability to use the prize regardless of cause once it has been awarded to the winner.

- i) The Released Parties accept no responsibility with regard to damages and compensatory, direct, indirect, consequential, or other damages arising from participation in this Contest or the download of any information related or in any way stemming from the Contest.
- j) Should the OPMC find any persons modifying or misusing any aspect of the Contest by, including but not limited to, breaching its Rules, attempting to submit more Contest entries than permitted, acting in such a way as to infringe the usual course of the Contest, said persons will be disqualified. Any persons participating or attempting to participate in the Contest using any form of entry duplication, be it robotic, automated, macro, programming, third party, or any other similar form, will have these entries cancelled and be disqualified at the sole and entire discretion of the OPMC.
- k) When the Contest Rules allow for the use of social media, such as Facebook, Twitter or Instagram, to enter the Contest, participants are duly informed that the social media platform and all of its officers or agents decline any and all responsibility as it relates to the holding of the Contest. All rules relating to the use of any social media are, however, in effect when using such to enter the Contest.
- l) The OPMC reserves the right to cancel or suspend the Contest should a virus, bug, or other factor reasonably outside of its control compromise the security or proper administration of the Contest. Any attempt to intentionally cause damage to any website or to interfere with the legitimate course of the Contest shall constitute a breach of civil and criminal law. In such a case, the OPMC reserves the right to seek reparation through any legal means at its disposal, including recourse for damages.
- m) Any personal information requested on the participation form, such as first and last names, email address, and phone number (as applicable), are collected by the OPMC exclusively for the purposes of this Contest and shall not be used for any other purpose without the express consent of participants. By supplying this information, participants consent to their use for the purposes outlined. Participants are urged to refer to the personal information and privacy policy at [www.oldportcorporation.com/privacy](http://www.oldportcorporation.com/privacy)
- n) In case of any dispute relating to the identity of a participant, the authorized holder of the email account used at the time the entry was submitted shall be considered the participant. The person having obtained the email address for the domain associated with the presented email address is considered the authorized holder of the email account. The participant whose entry is drawn may have to offer proof that he or she is the authorized holder of the email account associated with the entry. All entries must be submitted from a valid email account identifiable through a reverse domain name search. For purposes of validating the submission, the time and date of the submission of entries to the Contest shall be determined exclusively by the Contest server.
- o) The chances of winning depend on the number of eligible entries received. The OPMC reserves the right to disqualify any incomplete, illegible, damaged or irregular entries, or any entries submitted through illicit means or through automated or robotic methods that artificially increase their chances of being drawn, or which are not fully compliant with the Contest Rules. The OPMC refuses any and all responsibility as it relates to errors or omissions in the printing of materials and any advertising related to the Contest.
- p) Subject to the approval of the Régie des alcools des courses et de jeux du Québec, if required, the OPMC reserves the right to modify the Contest Rules or to terminate the Contest at any time without any liability of any kind as it relates to participants. Changes made to Contest Rules shall be published on [www.oldportofmontreal.com](http://www.oldportofmontreal.com)

- q) By participating in the Contest, participants accept to abide by the Rules herein and the decisions taken by the OPMC who shall be responsible for their application.
- r) Participation in the Contest, as well as participants' consent to entering the Contest and abiding by its Rules, are all governed by the laws of the province of Québec and the federal laws of Canada applicable therein. By submitting an entry form, participants accept to being subject to the exclusive jurisdiction of the courts of the province of Québec.
- s) Any dispute relating to the organization or the course of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for adjudication. Any dispute relating to the awarding of a prize may be submitted to the Régie solely for the purpose of helping parties reach a settlement.
- t) Organizers cannot accept any liability for any claims, losses, damages, fees, or expenses arising from any accident, injury, fatality or any form of physical or mental frustration.
- u) Prizes cannot be converted to cash and cannot be extended.
- v) In the case of cancellation, for any reason whatsoever, the prize may not be deferred. No compensation shall be offered.
- w) Contest Rules are published on [www.oldportofmontreal.com](http://www.oldportofmontreal.com)
- x) Should you have any requirements in terms of accessibility or arising from special needs, please contact the Contest coordinator using the contact information provided below.

Marie-Josée Biron  
Manager Marketing

[mjbiron@vieuxportdemontreal.com](mailto:mjbiron@vieuxportdemontreal.com)

Old Port of Montréal Corporation (333, de la Commune West, Montreal (Quebec) H2Y 2E2)