

## **AIR CANADA "TO THE MAGIC" CONTEST**

### **OFFICIAL CONTEST RULES AND REGULATIONS ("Contest Rules")**

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

*VOID WHERE PROHIBITED OR RESTRICTED BY LAW.*

The Air Canada® "To The Magic" Contest (the "**Contest**") is brought to you by Air Canada (the "**Contest Sponsor**"). The Contest starts on October 1, 2021 at 11:00 a.m. EST and closes on October 1, 2021 at 9:00 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 (an "**Eligible Participant**").

Employees, representatives or agents of Contest Sponsor and its subsidiaries and affiliates (including but not limited to Aeroplan Inc., Air Canada rouge LP and Touram Limited Partnership d.b.a. Air Canada Vacations), 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 or participate to the Contest ("**Ineligible Participants**").

Employees of The Walt Disney Company (Canada) Ltd., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively, "**Prize Provider**" or "**Disney**"), and their respective advertising, promotion and web design agencies are not eligible to enter the Contest. Prize Provider is responsible for providing and fulfilling certain Prizes (as hereinafter defined) described below but is neither the sponsor nor administrator of the Contest.

#### **2. How to participate in the Contest**

**No purchase necessary.**

##### **Method 1: Twitter® Entry**

To enter the Contest, Eligible Participants must make a public post on Twitter during the Contest Period sharing who would join them at The World's Most Magical Celebration at the *Walt Disney World* Resort in Florida. Posts must include the hashtag #ACToTheMagic in the tweet.

##### **Method 2: Instagram® Entry**

To enter the Contest, Eligible Participants must make a public in-feed post on Instagram during the Contest Period sharing who would join them at The World's Most Magical Celebration at the *Walt Disney World* Resort in Florida. Posts must include the hashtag #ACToTheMagic in the caption.

(each method of entry hereinafter referred to as an "**Eligible Entry**").

**A limit of one (1) Eligible Entry per method of entry, for a total of two (2) Eligible Entries, is permitted per Eligible Participant during the Contest Period.**

Creating a Twitter or an Instagram account is free. Although online access is required in order to enter the Contest, many public libraries, Internet cafés, retail businesses and other locations offer free internet access (subject to COVID-19 restrictions).

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram (each, a "**Social Platform**"). Each Social Platform is hereby completely released of all liability by each Eligible Participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not to the Social Platform. Eligible Participants may only use their personal public Social Platform account(s) (not protected) to participate in this Contest. Each Eligible Participant understands that they are providing their information to the Contest Sponsor and not to the Social Platform.

To be considered an Eligible Entry, all content and materials associated with an Eligible Participant's 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; (iii) comply with these Contest Rules, including, but not limited to, the terms and conditions listed below; and (iv) comply with the terms, rules, policies and guidelines of the applicable Social Platform (i.e. Twitter and/or Instagram, as applicable) (the "**Social Platform Rules**") (all as determined by the Contest Sponsor in its sole and absolute discretion). By participating in this Contest, including, without limitation, submitting an Eligible Entry, the Eligible Participant signifies that they have read and agrees to be legally bound by these Contest Rules.

By entering the Contest, each Eligible Participant agrees that their Eligible Entry conforms to the Content Restrictions as defined below and that Contest Sponsor may, in its sole discretion, disqualify an Eligible Participant from the Contest if it believes, in its sole discretion, that the Eligible Entry fails to conform with one or many of the following restrictions (collectively, the "**Content Restrictions**"):

- Posts, emails, essays, and/or videos (each, a "**Creative Work**") must be an original creation of the person submitting it, and must not be illegal, defamatory, hateful or in any way obscene, or disparage Contest Sponsor or any other person or party.
- The 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 rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights.
- The Creative Work must be consistent with the image and values of Contest Sponsor and be consistent with and satisfy the purpose of the Contest.

### **3. Prizes**

There are a total of twelve (12) vacation packages to the *Walt Disney World Resort* in Florida, USA to be won as prizes (each a "**Prize**" and collectively, the "**Prizes**") (approximate total value of \$183,002.28 CAD).

Each Prize consists of a vacation package to the *Walt Disney World Resort* in Florida, USA for six (6) days and five (5) nights for each Prize winner (each a "**Winner**" and collectively, the "**Winners**") and up to three (3) guests (each a "**Guest**" and collectively, the "**Guests**") and includes the following:

- I. Four (4) Economy Class round-trip tickets on any flight operated by Air Canada (including, flights operated under the Air Canada Express<sup>®</sup> banner and operated by Air Canada Rouge<sup>®</sup>) from the major Canadian airport served by Air Canada closest to the Winner's place of residence to Orlando, Florida;
- II. Ground transportation to and from Orlando International Airport to a hotel at the *Walt Disney World Resort*, provided Winners and Guests travel to Orlando International Airport, as determined by Disney;
- III. Accommodations in a standard room (maximum four (4) persons per room) at a *Walt Disney World Resort* (at Disney's selection) for five (5) nights;
- IV. Up to four (4), 6-day Theme Park Tickets with *Park Hopper* Option (each, a "**Park Ticket**"); and
- V. One (1) *Disney Gift Card* (the "**Gift Card**") in the amount of six hundred US dollars (USD\$600).

**\* Limit of one (1) Prize per Eligible Participant for the Contest \***  
**\* Guests of the Winner cannot be Ineligible Participants \***

The estimated retail value of each Prize is fifteen thousand, two hundred and fifty dollars and nineteen cents (\$15,250.19 CAD) which includes taxes and fees, if applicable.

The actual value of the Prizes may vary depending on fluctuation of hotel rates, fluctuations in currency exchange rates, and the number of Guests. Any difference between the estimated retail value and the actual costs of the Prizes will not be awarded.

Exact value of the Prizes depends on point of departure and destination as well as time of travel. Each 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, except at the sole discretion of Contest Sponsor and Prize Provider. Contest Sponsor reserves the right at its sole discretion to substitute the Prize for one of equal or greater value or to allow a Prize transfer.

Reservations for flights and accommodations are subject to availability and the following flight blackout dates apply:

- 15 December 2021 to 05 January 2022;

- 13 April 2022 to 20 April 2022; and
- 23 July 2022 to 07 August 2022.

**Travel must be completed between December 1, 2021 and December 31, 2022.**

Travel does not qualify for Aeroplan® 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.

Each Winner of a Prize is responsible and will ensure that their Guests are aware that they are responsible for all fuel, insurance, surcharges, taxes, fees and other applicable charges with a credit card at time of booking. Each Winner of a Prize is responsible, and will ensure that their Guests are aware that they are responsible, for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, tips, gratuities, merchandise, souvenirs, local and long distance telephone calls, personal expenses of any nature for overnight layovers, hotel room service, laundry service, spa treatments, nursery charges meals and beverages, alcoholic beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Prize originates and terminates there, applicable airport departure fees and taxes, airport parking fees, airport improvement fees or similar charges, airport baggage fees, travel and medical insurance, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas complying with customs immigrations regulations as well as verifying and complying with all applicable travel restrictions or requirements, including but not limited to the need to provide adequate proof of a negative COVID-19 test or proof of vaccination against COVID-19, if required. Each Winner of a Prize agree and acknowledge that Contest Sponsor will not be liable if any of the Guests or the Winner are denied boarding due to any failure to comply with applicable travel restrictions or requirements.

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).

All bookings and/or reservations are subject to hotel, room, and flight availability at time of booking through Contest Sponsor at least forty-five (45) days prior to arrival. Black-out dates may apply. Winner and Guests must be available to travel and fully use the Prize between December 1, 2021 and December 31, 2022, and must be able to travel together on the same itinerary. No extensions will be granted. Air transportation must be round-trip from/to the same departure airport to the arrival airport. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions.

Winner may be required to present a valid major credit card upon check-in at *Walt Disney World* Resort to cover any expenses over and above the standard room charge.

If the Winner chooses to bring less than the allotted number of Guests, the Prize will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the Winner. Any unused, unclaimed or declined portion of any Prize will be forfeited, has no cash value, and Contest Sponsor and Prize

Provider shall have no obligation to provide either an alternative or value-in-kind. Any damaged, lost or stolen Park Tickets, Gift Card or travel vouchers will not be replaced. Theme parks, attractions and other offerings are subject to availability, closures and change or cancellation without notice or liability. Park admission, offerings and Park Ticket options are not guaranteed.

The Disney Gift Card is issued by, and represents a legal obligation solely of Disney Gift Card Services, Inc. For card balance inquiries, call 1-877-650-4327 or visit <https://www.disneygiftcard.com>. For complete terms and conditions (including arbitration agreement), visit <https://www.disneygiftcard.com>. No part of Disney Gift Card Services, Inc. or any of its affiliates are a partner in or a sponsor of this Contest.

Terms and conditions as set forth in these Contest Rules and on the Park Tickets and vouchers shall apply to each Prize. To enter a theme park, both a park reservation and valid Park Ticket for the same theme park on the same date are required. Reservations can be made using the *Disney Park Pass* system. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. The *Park Hopper* Option includes same-day admission to more than one theme park on each day of the Park Ticket. The Winner and their Guests must make a park reservation via the *Disney Park Pass* reservation system for the first theme park they plan to visit. After entering that first theme park, the Winner and/or their Guests will be able to visit the next theme park starting at 2:00 PM EST until each theme park's regularly scheduled closure. The ability to visit a theme park is subject to the theme park's capacity limitations. At this time, a park reservation is not required after the first theme park, however, reservation requirements are subject to the change. The *Park Hopper Plus* Option includes a certain number of visits to a water park or other *Walt Disney World* fun. Water parks are subject to rehabilitation, seasonal and weather closures. Tee times are required for *Disney's Oak Trail Golf Course* and are subject to availability. FootGolf is available every Wednesday, Saturday and Sunday after 2:30 PM EST, subject to availability. Miniature golf is valid for one round. Round must start prior to 4:00 PM EST. Only one miniature golf visit per day. *ESPN Wide World of Sports* admission is valid only on event days; some events require an additional admission charge; there are no events on certain days; days and hours of operation of concessions, venues and attractions vary. Visit [www.espnwwos.com](http://www.espnwwos.com) for more information.

All disputes between Disney and/or its parent, related, affiliated or subsidiary entities, on the one hand, and Winner and/or Guests, on the other hand, arising out of or relating to use or misuse of the portion of the Prizes provided by Disney or activity or travel related to the portion Prizes provided by Disney at the *Walt Disney World* Resort shall be resolved by applying the law of Florida, without regard to conflict of law rules, and shall be solely and exclusively brought in state or in federal courts within Orange County, Florida. Such claims shall be resolved individually, without resort to any form of class action and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include any attorneys' fees.

**Each Winner of a Prize understands and acknowledges, and will ensure that their Guests understand and acknowledge the risks related to the spread of infectious or contagious diseases and understand it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19.**

Each Winner of a Prize is aware and will ensure that their Guests are also aware of the Air Canada CleanCare+ Program and the then-applicable mandatory health and safety measures, including but not limited to pre-flight customer temperature checks, mandatory protective face coverings, health screening questions and adequate proof of a negative COVID-19 test or proof of vaccination against COVID-19, if required. 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).

Walt Disney World Resort has taken enhanced health and safety measures. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Before visiting, the Winner of a Prize and their Guests should visit [disneyworld.disney.go.com/en\\_CA/experience-updates/](http://disneyworld.disney.go.com/en_CA/experience-updates/) to view important information about park reopening, reservations, limitations on benefits, features, experiences and offerings, new safety measures and other information.

#### 4. Prize Draws

Twelve (12) Winners will be selected during twelve (12) random draws (each, a "Draw" and collectively "Draws") from all Eligible Entries received from Eligible Participants (one (1) Winner for each Draw). The Draws will be held virtually at Contest Sponsor's offices located at 7373 Cote-Vertu Blvd. West, Saint-Laurent, Quebec, Canada on the following times:

| Draws    |                                   |
|----------|-----------------------------------|
| Draw #1  | October 1, 2021 at 11:50 a.m. EST |
| Draw #2  | October 1, 2021 at 12:40 p.m. EST |
| Draw #3  | October 1, 2021 at 1:30 p.m. EST  |
| Draw #4  | October 1, 2021 at 2:20 p.m. EST  |
| Draw #5  | October 1, 2021 at 3:10 p.m. EST  |
| Draw #6  | October 1, 2021 at 4:00 p.m. EST  |
| Draw #7  | October 1, 2021 at 4:50 p.m. EST  |
| Draw #8  | October 1, 2021 at 5:40 p.m. EST  |
| Draw #9  | October 1, 2021 at 6:30 p.m. EST  |
| Draw #10 | October 1, 2021 at 7:20 p.m. EST  |
| Draw #11 | October 1, 2021 at 8:10 p.m. EST  |
| Draw #12 | October 1, 2021 at 9:00 p.m. EST  |

The odds of winning a Prize will depend upon the total number of Eligible Entries received from Eligible Participants from the start of the Contest Period but before the time of the applicable Draw.

Eligible Entries made by Eligible Participants (a) which are made after the start of the Contest Period but before the time of each Draw and (b) which are not selected as a Winner (subject to Section 5 below) will be considered as Eligible Entries for the following Draws, until the last Draw (Draw #12) is held by the Contest Sponsor.

**\* Limit of one (1) Prize per Eligible Participant for the Contest \***  
**\* Guests of the Winner cannot be Ineligible Participants \***

## **5. Claiming of Prizes**

In order to be declared a winner and be able to claim the Prize, the Eligible Participant selected by random draw will first be contacted on its Twitter or Instagram post and will be instructed submit their email via direct Twitter or Instagram message to Contest Sponsor's Twitter or Instagram account and will then be contacted by email on how to claim their Prize by the Contest Sponsor or one of its agents or representatives, shortly following the Draw. Each Winner must confirm acceptance as a selected Eligible Participant within one (1) calendar day of contact. If the selected Eligible Participant cannot be contacted within two (2) calendar days, another Eligible Participant will be selected by way of random draw. Before being declared a 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 release and waiver form confirming, without limitation, that:

- they comply with the eligibility requirements;
- they have read these Contest Rules and comply completely;
- they accept the Prize as awarded;
- they acknowledge the Contest Sponsor's right to publish their picture, name and city of residence without compensation other than the Prize offered; and
- they release and agree to hold harmless of all liability the Contest Sponsor, Prize Provider and their respective subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents.

All Guests of the Winners will also be required to sign a similar release and waiver form. No correspondence will be undertaken except with the selected Eligible Participants whose Eligible Entry was drawn. Once an Eligible Participant is declared a Winner by Contest Sponsor, Contest Sponsor will send the Eligible Participant a letter containing the details on how to redeem their Prize.

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

All entries submitted and all information provided by Eligible Participants must be complete and accurate. Contest Sponsor will not be held responsible for any technological malfunctions, telephone or internet interruptions and/or any late/incomplete/erroneously completed Prize claims or release and waiver forms.

The contents of all entries submitted become property of the Contest Sponsor. Contest Sponsor reserves the right to use the contents of entry submissions provided by entrants, for editorial, advertising, marketing and promotional purposes, without further compensation or notice, unless prohibited by law. Each Eligible Participant grants permission for Sponsor to use the contents of their entry submission 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.

By entering the Contest, Eligible Participants expressly consent to the Contest Sponsor, Prize Provider, media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with their entry only for the purpose of administering the Contest and in accordance with the Contest Sponsor's Privacy Policy publically available on Contest Sponsor's website:

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

Contest Sponsor will retain the personal information according to applicable laws. The above is also applicable to Guests of the Winner.

All entries are subject to verification by the Contest Sponsor 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 to any condition of these Contest Rules.

By entering the Contest, Eligible Participants agree that the Contest Sponsor reserves the right to publish without compensation the full name, city of residence, and photograph of all winners and Eligible Participants waive all rights with respect to printed, broadcast and other forms of publicity. Eligible Participants further agree that all entries submitted and their content become the property of the Contest Sponsor and will not be returned.

Eligible Participants agree to be bound by all decisions of the Contest Sponsor regarding the Contest which shall be final and binding in all respects.

Eligible Participants agree that the Contest Sponsor is not liable for any incorrect or inaccurate transcription of entry information or for any error or malfunction of any kind in connection with the Contest. 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 Sponsor 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 Sponsor determines, at its sole discretion, that any entry compromises the integrity of the Contest, the Contest Sponsor 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 Sponsor further reserves the right, at its sole discretion, to disqualify any individual from the Contest and to ban the individual from any future contest of the Contest Sponsor who it finds or believes to be tampering with the entry process or the operation of the Contest; to be acting in violation of these Contest Rules or in an unsportsmanlike



or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

By entering this Contest, Eligible Participants agree to release and hold harmless the Contest Sponsor, and Prize Provider 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 from any liability in connection with the Contest or, if declared a Winner, the Prize awarded and use thereof.

The Contest is subject to applicable Canadian and provincial laws (federal, provincial and local rules and regulations).

**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 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 Sponsor and/or Prize Provider 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.

**Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these 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.

**Language.** In the event of any discrepancies between the English language rules and any French language rules for this Contest, the English rules shall prevail, govern and control. In the English language rules and disclosures or other statements contained in any Contest related materials, including but not limited to any social media, point of sale, television, print or online advertising, the terms and conditions of the English language rules shall prevail, govern and control.

Eligible Participants may obtain the Winners' names between November 1, 2021 and November 12, 2021 by addressing their request, accompanied by a self-addressed envelope with sufficient postage to:

**Air Canada "To The Magic" Contest  
Marketing Communications – YUL 1240 ZIP  
Air Canada  
7373 Côte-Vertu Blvd. West, Saint-Laurent, QC, Canada, H4S 1Z3**

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