

“Air Transat 30th Anniversary Giveaway” CONTEST

CONTEST RULES (the “Rules”)

The “Air Transat 30th Anniversary Giveaway” contest (the “**Contest**”) is organised by Transat Tours Canada Inc. (company number 1143922756) and having its registered office at 300, Léo-Pariseau Street, Suite 500, Montreal, Quebec, H2X 4C2, Canada (the “**Organizer**”) operating under the name Air Transat. The Contest shall be open to entry during the Contest period (the “**Contest Period**”) beginning on October 3, 2017 at 00:01, United Kingdom time (the “**Contest Opening Date**”), and ending on October 23, 2017, at 23:59, United Kingdom time (the “**Contest Closing Date**”).

1. ELIGIBILITY

The Contest is open to all residents of the United Kingdom who have reached the age of 18 years old by the Contest Opening Date, except for employees, agents and representatives of the Organizer, their subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the suppliers of material, prizes and services related to this Contest, and any other stakeholder directly related to the holding of the Contest, and anyone with whom these employees, representatives and agents reside.

2. HOW TO ENTER

Subject to clause 1 above a person may take part in the Contest (thereby becoming a "Contestant") as follows:

- 2.1 Automatic entry. To be entered automatically into the Contest, a person must purchase a flight to Canada on Air Transat's website during the Contest Period, for travel between November 1st 2017 and October 31, 2018 but excluding any travel between the periods from December 22, 2017 to January 5, 2018 and or from July 12, 2018 to August 10, 2018, inclusive. A limit of one (1) Contest entry per reservation booking made during the Contest Period shall apply.
- 2.2 No purchase necessary. To enter the Contest by email, without purchase, simply email customerserviceuk@transat.com confirming your full name, home address, home telephone number, age and including a 50-word statement describing the reasons why you would like to win this Contest. Email entries must be received during the Contest Period. Only one entry per person per home address is permitted.

3. PRIZES

- 3.1 A total of twenty-one (21) random Contest draws will be held taken from the then available pool of Contestants from time to time and, subject to clause 6, the winner of each Contest draw will be entitled to receive a prize (each being a “**Prize**”) as follows
 - (i) where the Contestant automatically entered the Contest in accordance with clause 2.1, the Prize shall be the reimbursement of the winner's booking file up to a maximum value of £1,300, for travel between November 1, 2017 and October 31, 2018, but excluding any travel between the periods from December 22, 2017 to January 5, 2018 and or from July 12, 2018 to August 10, 2018,. The winner's booking file comprises the cost of the qualifying flights purchased in accordance with clause 2.1 above only, and not any associated seat selection cost. All other costs or expenses such as car hire will also not be reimbursed as part of the Prize; or
 - (ii) where a Contest draw is won without purchase in accordance with clause 2.2, the Prize shall be one return ticket (1) with Air Transat to Canada from the United Kingdom worth a maximum of £650 for use by the relevant Contest draw winner, made available and selected subject to the terms of these Rules.
- 3.2 The Prize (whether awarded under clause 3.1(i) or 3.(ii) above) does not include any spending money or accommodation.
- 3.3 The Prize awarded under clause 3.1 (i) will be delivered as a refund paid according to the method of payment used upon booking

4. CONDITIONS ATTACHED TO THE PRIZE

- 4.1 The Prizes awarded under clause 3.1 (ii) above are subject to the availability of Transat Tours Canada Inc. flights at the time of reservation. General Terms and Conditions of Transat Tours Canada Inc will apply www.airtransat.co.uk to any reservation made under these Rules. Taxes, airport fees, customs duties, entry fees and tourist cards, surcharges, insurance charges, personal expenses, personal travel insurance and travel documents are not included in the Prize. The Organizer strongly recommends the purchase of travel insurance.
- 4.2 There are no alternative Prizes. Each Prize offered must be accepted as awarded and is not exchangeable, transferable or convertible into cash. In the event that the Prize is not accepted in accordance with its attached conditions, the Prize will be deemed to be forfeited.
- 4.3 In relation to any Prize awarded under clause 3.1 (ii)
- 4.3.1 the trip must be completed between November 1, 2017 and October 31, 2018 but must not involve flights from December 22, 2017 to January 5, 2018 and or from July 12, 2018 to August 10, 2018 inclusive; and .
- 4.3.2 on the travel date, the Winner must have the legal right to leave and to return to United Kingdom and must have the legal right to enter and leave Canada. They are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, and without limitation, visas, passports and vaccination certificates. These must be obtained before departure. The Winner must comply with the Contest validity dates.
- 4.4 Transat Tours Canada Inc. and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assigns shall assume no liability of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the Prize or any other transportation included in the Prize for any reason whatsoever, including, without limitation, weather conditions or equipment breakdown or failure. In this regard, the Winner hereby waives all claims, whether past, present, future or contingent, against Transat Tours Canada Inc. and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assigns relating to the subject matter hereof or relating, directly or indirectly, to any postponement, delay or cancellation of the flight or of any other component of the Prize or of any other transportation included in the Prize.

5. SELECTION OF WINNER – PRIZE DRAWS

- 5.1 The prize draws will be made on October 25, 2017 at or about 4:00 p.m., Montreal time and will take place at the Air Transat office located at 300, Léo-Pariseau Street, Suite 500, Montreal, Quebec, H2X 4C2, Canada. A Winner from each day of the competition (21 in total) will be selected.
- 5.2 The Winners of the Contest will be the first Contestants selected at random by an independent judge out of all eligible entries. The name of the judge is available on request.

6. PRIZE CLAIM

- 6.1 In order to be declared the winner of a Prize (the "**Winner**"), the selected qualifying Contestant must:
- 6.1.1 be contactable by email or by telephone by the Organizer within forty-eight (48) hours of the Prize draw. If the Contestant cannot be reached by email or telephone within forty-eight (48) hours from the initial attempted communication by or on behalf of the Organizer, all of their rights to the Prize shall be forfeited and an alternative entry will be randomly drawn. If the second Contestant cannot be contacted by telephone or email within forty-eight (48) hours from the initial attempted communication by or on behalf of the Organizer, all of their rights to the Prize shall be forfeited and an alternative entry will be randomly drawn. If it is impossible to reach the 3rd Contestant by telephone or by email within forty-eight (48) hours from the attempted communication by or on behalf of the Organizer, the Prize shall be deemed forfeited. For the purpose of this clause 6.1.1 contact shall be deemed to have been made with a Contestant if a representative of the Organizer is able to speak by telephone directly with the Contestant (and not via voicemail or any form of automated call service) or the Organizer is satisfied (at its sole discretion) that any email notification sent by the Organizer has been received by the Contestant; and

6.1.2 complete and sign a declaration and liability waiver form (hereinafter the **Waiver Form**) sent by the Organizers and return it to the Organizer before 10 business days or such later date as the Organizer may at its sole discretion confirm to the relevant Contestant in writing.

6.2 The Winner will be announced within 48 hours of the Organizer receiving the Waiver Form from the Winner in a form acceptable to the Organizer and in accordance with clause 6.1.2.

6.3 Upon receipt of the duly completed and signed Waiver Form, the Organizers will contact the Winner in order to inform them on how to take possession of the Prize.

6.4 If the Winner fails to observe any of the conditions mentioned above or any other conditions stipulated in these Rules, the selected Winner will be disqualified and the Prize that would have been awarded will be forfeited.

7. PERSONAL INFORMATION

7.1 You acknowledge that your name and or image may be required to be used in publicity if you are selected as the Winner.

7.2 From time to time, the Organizer, with the Contestant's consent, may use the personal information provided for the purpose of:

7.2.1 Communicating with the Winner so they can take possession of the Prize;

7.2.2 Communicating with the Contestant directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and

7.2.3 Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.

7.3 Any Contestant may indicate whether they consent to their personal information being used by specifying it in their entry to the Contest.

7.4 For further information regarding the use of personal information by the Organizer as described in the Policy regarding the protection of personal information and the right to privacy adopted by Transat Tours Canada Inc. and its affiliates, the Contestant is invited to visit www.airtransat.com.

8. GENERAL CONDITIONS

8.1 The Organizer reserves the right to disqualify any Contestant(s) or cancel their entry, if they enter or attempts to enter this Contest in a manner that does not comply with these Rules. Any decision of the Organizer regarding this aspect of the Contest is final.

8.2 By entering this Contest, the selected Contestant agrees, without receiving any additional compensation, to the use of their name, address, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by the Organizer.

8.3 The name and county of the Winners can be obtained by sending a stamped self-addressed envelope to Air Transat Suite 4/2, 91 Mitchell Street Glasgow, G1 3LN for 60 days after the Prize Draw.

8.4 Any forms or other documentation or information required by the Organizer that are incomplete, inaccurate, received after the Contest Closing Date, lost, irregular in any way or sent by an unauthorized method shall be deemed null and void and will not be accepted for the draw.

8.5 The Contest is administered by the Organizer and to the fullest extent permitted by all applicable laws the Organizer: (i) will assume no responsibility for any problem, failure or technical malfunction of a network line, online computer system, peripheral telephone, software, server, provider, email or browser or any other technical malfunction that may occur, including, but not limited to, a problem of transmission or non-transmission, for any reason whatsoever; (ii) is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Contest or by a technical or human error that may have occurred in

conducting the Contest; (iii) assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction; (iv) is not responsible for any injuries or damages that may result from the holding of the Contest; (v) reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired; and (vi) reserves the right, at its sole discretion, to cancel, modify or postpone the Contest at any time, without prior notice, if any factor prevents the holding of the Contest pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over the Organizer.

- 8.6 By entering the Contest, the Contestant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Contestant declares that the Rules are understandable and reasonably available for consultation.
- 8.7 This Contest and the Rules shall be governed by and construed in accordance with the laws of England & Wales and any disputes shall be subject to the non-exclusive jurisdiction of the courts of England & Wales.