

KIDS CLUB CONTEST DREAMS VILLAMAGNA NUEVO VALLARTA, MEXICO
CONTEST RULES (the "Rules")

"Kids Club Contest Dreams Villamagna Nuevo Vallarta, Mexico" (the **"Contest"**) is organized by Transat Tours Canada Inc. operating as Air Transat (the **"Organizer"**). The Contest starts on June 18, 2018 at 9:00 a.m. Montreal time (the **"Contest Opening Date"**), and ends September 1st, 2018, at 11:59 p.m. Montreal time (the **"Contest Closing Date"**).

1. ELIGIBILITY

The Contest is open to all residents of Canada who have reached the age of majority in their province or territory of residence by the Contest Opening Date, except for employees, agents and representatives of the Organizer, its 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, as well as the members of their immediate family (father, mother, brothers, sisters, children and legal or de facto spouse) and anyone with whom these employees, representatives and agents reside.

2. HOW TO ENTER

No purchase necessary

- 2.1. The contestant (the "Contestant" or "Contestants") in order to be eligible to the Contest, must be a parent or legal guardian of the member and do the following:

All parents or legal guardians of a Kids Club member registered before September 1st, 2018 and having checked the following box upon registration is automatically registered to the contest:

I agree to receive commercial electronic messages that include promotional offers, contests and travel product information from Transat Tours Canada Inc. and its affiliates at the contact information provided above. I can withdraw my consent at any time.

3. PRIZE

The prize (referred to as the **"Prize"**) shall be awarded to the Contestants whose entry will have been selected in conformity with Section 6, hereunder.

- 3.1. Each Prize consists of a 1-week all-inclusive package for four (4) (2 adults and 2 children) at the Dreams Villamagna Nuevo Vallarta, Mexico. The prize includes:
- 3.1.1. Roundtrip airfare in Economy class to Cancun, Mexico from one of Air Transat's gateway offering a departure to Cancun, Mexico. (see all gateways at airtransat.com)
 - 3.1.2. Transportation to and from the hotel, between Cancun, Mexico airport and the Hotel
 - 3.1.3. A 1-week (7-night stay) in a standard room for 2 adults and 2 children, at the Dreams Villamagna Nuevo Vallarta, Mexico.

- 3.1.4. Buffet breakfast, lunch and dinner included.
- 3.2. Transportation to the departure city as well as any expenses related to the trip at destination is at the Contestant's own expense and his/her travelling companion.
- 3.3. The Prize is worth a maximum of \$6,000 CAD. No money in cash or credit will be given to the Contestants if the prize chosen is less than \$6,000 CAD.
- 3.4. Standard black-out dates apply; Christmas and New Year holidays from December 16, 2018 to January 06, 2019, Easter April 19 to 22, 2019 and Spring Break February 25 to March 8, 2019.
- 3.5. Reservation needs to be done by October 31, 2019

4. CONDITIONS ATTACHED TO THE PRIZE

- 4.1. The selected Contestants and their travelling companions must travel together both ways. Travel arrangements will be made by the Organizer.
- 4.2. Reservations are subject to the availability of the Organizer. The terms and conditions as stated on www.transat.com or www.airtransat.com are applicable. Insurance charges, personal expenses, personal travel insurance and travel documents are not included in the Prize. The Organizer strongly recommends that the selected Contestant and his/her travelling companion purchase travel insurance at time of the reservation or prior to departure.
- 4.3. Any additional person to the reservation will have to purchase an additional package.
- 4.4. On the travelling date, the selected Contestants and their travelling companions must have the legal right to leave Canada and to return to Canada and must have the legal right to enter and leave the destination country to which they are bound. They are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, but not limited to, visas, passports and vaccination certificates. These shall be obtained before departure. The selected Contestant and his/her travelling companion shall comply with the Contest validity dates and accept the alternatives proposed by the Organizer, if this proves necessary. No extension of stay will be permitted. The Organizer reserves the right to offer a comparable prize if a program is cancelled in the case of circumstances beyond its control.
- 4.5. All of the personal expenses of the selected Contestants and their travelling companions are their sole responsibility. The Contestants and their travelling companions are responsible for their own transportation upon departure and arrival at the international airport of departure, as determined by the Organizer. The Organizer shall assume no responsibility of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the packages or of any other transportation that is part of the Prize for any reason whatsoever, including, but not limited to, weather conditions or equipment breakdown or failure. The travelling companions of the selected Contestants shall be Canadian resident who has reached the age of majority in his/her province by the Contest Opening Date. In the event that the Prize is not accepted in accordance with the conditions attached thereto, the Prize shall be deemed forfeited or non-available.

- 4.6. Reservations and arrangements for the Prize related to the reservation of the flights must be made by the Organizer, on the date agreed upon by the selected Contestants at least thirty (30) days before departure and will be subject to availability. The Organizer will provide a document to the Selected Contestants with all the details and the procedure to book.
- 4.7. The selected Contestants will be required to participate in a video shoot at destination and agree to their image being used for promotional purposes.
- 4.8. The Prizes offered must be accepted as awarded and are not exchangeable, refundable, transferable or convertible into cash.

5. DRAW

- 1.1 The random draw will be held from all eligible entries received between the Contest Opening Date (June 18, 2018, 9:00 a.m.) and Closing Date (September 1st, 2018, 11:59 p.m., Montreal time). The draw shall be held on September 2, 2018, 9:00 a.m., Montreal time, in the offices of Transat, 300 rue Léo Pariseau, Montréal, Québec, H2X 4C2.

6. PRIZE CLAIM

- 6.1. In order to be declared a winner, the selected Contestants must:
 - 6.1.1. fulfill the conditions for participation set out in articles 1 and 2 of these Rules;
 - 6.1.2. be reached by the Organizer within forty-eight (48) hours following the selection of the Contestants via a telephone or email and follow the instructions on how to claim the Prize. The Contestants will also have to correctly answer the mathematical skill-testing question that will be asked by email;
 - 6.1.3. if it is impossible to reach the selected Contestants on telephone or email within forty-eight (48) hours of the winners' selection, or if the Contestant does not meet the conditions stipulated in the present Rules, all rights to the Prize will be forfeited and another Contestant will be chosen. If it is impossible to reach the second (2nd) selected Contestant on telephone or email within forty-eight (48) hours of the second (2nd) Contestant's selection, or if the second (2nd) Contestant does not meet the conditions stipulated in the present Rules all rights to the Prize will be forfeited and another Contestant will be chosen. If it is impossible to reach the third (3rd) selected Contestant on telephone or email within forty-eight (48) hours of the third (3rd) Contestant's selection, or if the third (3rd) Contestant does not meet the conditions stipulated in the present Rules, the prize will be forfeited. For greater clarity, a new Contestant will be chosen to replace the Contestant who does not answer;
 - 6.1.4. Complete and sign the declaration and waiver form (the "**Declaration Form**") which will be transmitted by the Organizer and must be returned to the Organizer of the Contest within three (3) business days of receipt.
- 6.2. The winners will be named within thirty (30) days following the selection date of the winners.
- 6.3. Failure to observe any of the conditions mentioned above or any other conditions stipulated in these Rules, the selected Contestant will be disqualified and the Prize that would have been awarded will be forfeited.

7. PERSONAL INFORMATION

- 7.1. From time to time, the Organizer, with the Contestant's consent, may use the personal information provided in the Declaration Form for the purpose of:
- 7.1.1. Communicating with the winner so he/she can take possession of the Prize;
 - 7.1.2. Communicating with the Contestant directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and
 - 7.1.3. Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.
- 7.2. The Contestant shall indicate whether he/she consents to his/her personal information provided on the Declaration Form being used by checking the box to this effect on the official Declaration Form. 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 A.T. Inc. and its affiliates, the Contestant is invited to visit the website www.airtransat.com and/or www.transat.com.

8. GENERAL CONDITIONS

- 8.1. The Organizer reserves the right to disqualify a Contestant or cancel his/her entry if he/she enters or attempts to enter this Contest in a manner that does not comply with these Rules. This Contestant may be turned over to the appropriate judicial authorities. Any decision of the Organizer regarding this aspect of the Contest is final.
- 8.2. By entering this Contest, the selected Contestant and his/her travelling companion agree, 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. This Contest is subject to the federal, provincial and municipal laws, regulations and by-laws.
- 8.4. Any participations that are incomplete, 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 draws.
- 8.5. The Contest is administered by the Organizer. The Organizer assumes no responsibility for participations that are received after the Contest Closing Date, lost, stolen, misdirected, illegible, incomplete, falsified, altered or destroyed, and such participations shall be deemed null and void. The Organizer 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 the transmission or non-transmission of a participation, for any reason whatsoever. The Organizer 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, including in the processing of participations. The Organizer assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the participations. The Organizer is not responsible for any injuries or damages that may result from the holding of the Contest. All participations become the property of the Organizer and will not be returned to the Contestants. The Organizer reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired. The Organizer reserves the right, at their 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. The winner's name may be obtained by writing to "**Kids Club Contest**", Attn: Meggie Blanchard, Transat Tours Canada Inc., Place du Parc, 300 Léo-Pariseau, 10th Floor, Montreal, Qc, H2X 4C2.
- 8.8. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "**Régie**") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.