KIDS CLUB COMPETITION: Win a trip to Toronto COMPETITION RULES (the "Rules")

"Kids Club Competition" (the "Competition") is organized by Transat Tours Canada Inc. operating as Air Transat (the "Organiser"). The Competition starts on October 2, 2017 at 9:00 a.m. Montreal time (the "Competition Opening Date"), and ends December 11, 2017, at 11:59 p.m. Montreal time (the "Competition Closing Date").

1. ELIGIBILITY

The Competition is open to all residents of the United Kingdom and Ireland who have reached the age of majority by the Competition 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 Competition, and any other stakeholder directly related to the holding of the Competition, 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 Competition , must do the following:

All parents or legal guardians of a registered Kids Club member before December 11, 2017 and checked the following box upon registration is automatically registered to the Kids Club competition:

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. PRIZES

- 3.1 One (1) prize shall be awarded consisting of four return tickets to Canada for a family (two adults and two children) from the United Kingdom or Ireland (departing and arriving at airports from which we are authorized to operate commercial flights) for travel to Toronto between 10th January and 31st October, 2018, excluding but not limited to school and bank holidays.
- 3.2 The Prize has a maximum value of £2,600.

CONDITIONS ATTACHED TO THE PRIZE

- 3.3 The Prize return tickets are subject to the availability of Transat Tours Canada Inc. at the time of reservation. General Terms and Conditions of Transat Tours Canada Inc apply <u>www.airtransat.com</u>. 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 recommend the purchase of travel insurance.
- 3.4 The Prize return tickets must be reserved at least 30 days prior to the scheduled date of departure of the outbound flight to Canada.
- 3.5 There are no alternative Prizes. The Prize offered must be accepted as awarded and is not exchangeable, transferable or convertible into cash.

4. SELECTION OF WINNER – PRIZE DRAWS

4.1 The random draw will be held from all eligible entries received between the Contest Opening Date (October 2, 2017, 9:00 a.m.) and Closing Date (December 15, 2017, 11:59 p.m., Montreal time). The draw shall be held on December 15, 2017, 9:00 a.m., Montreal time, in the offices of Transat, 300 rue Léo Pariseau, Montréal, Québec, H2X 4C2.

4.2 The Winner of the Contest will be the first Contestant selected at random by an independent judge out of all eligible entries The name of the judge is available on request.

5. PRIZE CLAIM

- 5.1 In order to be declared the winner of the Prize (the "Winner"), the selected Contestant must:
 - 5.1.1 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.
 - 5.1.2 Complete and sign a declaration and liability waiver form (hereinafter the **Waiver Form**) sent by the Organizers and return it to the Organizer within 14 days or such later date as the Organizer may at its sole discretion confirm to the relevant Contestant in writing.
- 5.2 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.
- 5.3 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.
- 5.4 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.

6. PERSONAL INFORMATION

- 6.1 You acknowledge that your name and or image may be required to be used in publicity if you are selected as the Winner.
- 6.2 From time to time, the Organizer, with the Contestant's consent, may use the personal information provided for the purpose of:
 - 6.2.1 Communicating with the Winner so they can take possession of the Prize;
 - 6.2.2 Communicating with the Contestant directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and
 - 6.2.3 Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.
- 6.3 Any Contestant may indicate whether they consent to their personal information being used by specifying it in their entry to the Contest.
- 6.4 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 <u>www.airtransat.com</u>.

7. GENERAL CONDITIONS

- 7.1 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.
- 7.2 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.
- 7.3 The name and county of the Winner can be obtained by sending a stamped self-addressed envelope to Air Transat UK Marketing, 91 Mitchell Street, Glasgow, G1 3LN for 60 days after the Prize Draw.
- 7.4 Any forms 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 English & Welsh courts.