



OFFICIAL CONTEST RULES AND REGULATIONS

The Air Canada Rouge Pop-Up Contest (the "**Contest**") is brought to you by Air Canada Rouge (the "**Contest Sponsor**") and The Mint Agency ("**Contest Administrator**"). The Contest starts on Thursday, May 23rd 2019 at 12:01 a.m. EST and closes on June 2nd, 2019 at 11:59 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 Air Canada and Air Canada Rouge and its subsidiaries and affiliates, 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 the Contest.

2. How to participate in the Contest

No Purchase Necessary.

How to Enter. During the Contest Period, visit the Air Canada Rouge Pop-Up ("Rouge Pop-Up") in Toronto, Ontario **22 Yonge St, Toronto ON M5B2H1** and take a photo ("Photo") of yourself in the Rouge Pop-Up, tag @aircanadarouge in your post, and upload the Photo with the hashtag #flyrougecontest via one of the following method:

- (i) **Via Instagram:** Access the Instagram application on your mobile device, and follow the links and instructions to become a follower of @aircanadarouge. Tag @aircanadarouge in your post or Instagram story and post the Photo on your Instagram account with the hashtag #flyrougecontest. You must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF". You must have an Instagram app and account to enter via this method. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.

This Contest is in no way sponsored, endorsed or administered by, or associated with or Instagram. You understand that you are providing your information to the Contest Sponsor and not to Instagram.

All entries must comply with the Submission Guidelines and Content Restrictions defined below in Section 3 and no images of children 18 years and under will be accepted.

If you choose to enter via Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, Photos, tweets and posts shall be collectively referred to herein as the "Submissions" or each as a "Submission." Instagram's Terms of Use (<http://instagram.com/about/legal/terms/#>) apply but, in the event of conflict with these Official rules, these Official Rules shall prevail, govern and control.

By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

3. Submission Guidelines and Content Restrictions: By entering the Contest, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may monitor and/or remove any Submission and disqualify an entrant or Submission from the Sweepstakes if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Content Restrictions:

- The Submission must not contain material 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 Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is false, inaccurate, misleading, inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission cannot promote tobacco products, illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must not contain any information that references non-Sponsor websites, addresses, email addresses, contact information or phone numbers;

- The Submission must not contain any computer viruses, worms, Trojan horses or other potentially damaging computer programs or files; and /or
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Random Drawing/Odds. There will be eleven (11) daily random drawings (each a "Random Drawing") throughout the Sweepstakes Period in accordance with the Sweepstakes Random Drawing Schedule below. One (1) winner will be selected from all eligible entries received for each Random Drawing. Non-winning Submissions will not carry-over to subsequent drawings (if any) and Submissions are only eligible for the Random Drawing Period for which they have been entered in accordance with the Sweepstakes Random Drawing Schedule below. Odds of winning depend on the number of eligible entries received for each Random Drawing. Drawing will be conducted by the Mint Agency.

3. Prizes

There are eleven prizes to be won consisting of two Economy Class return tickets to anywhere Air Canada Rouge flies (the "**Prizes**"). The approximate total value of the Prizes are CDN \$55,132, approximate value of each prize is \$5,012. Prizes 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. Contest Sponsor reserves the right at its sole discretion to substitute each Prize for another prize of equal or greater value.

4. Prizes Draw

A random draw from all entries received from Eligible Participants during the Contest Period to select the winner(s) of the Prize will be held at located at the Mint Agency each day at around 2pm EST. The odds of winning the Prize will depend upon the total number of entries received from Eligible Participants during the Contest Period.

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 be contacted by direct message via the means the Submission was provided (Instagram) by the Contest Sponsor or Contest Administrator or one of its agents or representatives, shortly following the draw and must confirm acceptance as a selected Eligible Participant within 24 hours of receiving the direct message from the Contest Sponsor. If the selected Eligible

Participant cannot be contacted, another Eligible Participant will be selected by way of random draw. Before being declared a winner, each selected Eligible Participant will be required to answer a time-limited mathematical skill-testing question and sign a release and waiver form confirming, without limitation, that:

- He/she complies with the eligibility requirements;
- he/she has read the Contest rules and regulations and complies completely;
- he/she accepts the Prize as awarded;
- he/she acknowledges the Contest Sponsor's right to publish his/her picture, name and city of residence without compensation other than the Prize offered;
- he/she successfully answers a time-limited mathematical skill-testing question; and
- he/she releases and agrees to hold harmless of all liability the Contest Sponsor, Contest Administrator and their respective subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents.

6. 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 the his/her Prize (i.e. reservation of the flights).

7. 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 and Contest Administrator to use the contents of his/her 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, Contest Administrator, media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with his/her 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.

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 and regulations.

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 and/or Contest Administrator 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 the Contest rules and regulations 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 Contest Administrator 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 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 official 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.

Eligible Participants may obtain the Prize winners' names between June 4th, 2019 and July 4th, 2019, by addressing their request, accompanied by a self-addressed envelope with sufficient postage to:
65 Bellwoods Ave | M6J 3N4 Toronto, ON

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