

These rules (the "Official Rules") contain an arbitration agreement and class action waiver that affect your legal rights. It is strongly recommended that you read the rules in their entirety before entering the draw.

## **1. CONTEST AND DURATION**

The "Fly with Air Canada" Contest (the "Contest") is held by The One Drop Foundation (the "Organizer"), a not-for-profit organization registered under the Canada Not-for-Profit Corporations Act with CRA charitable status, registration number 8534 23192 RR0001. The Contest begins on May 23, 2024 at 5:30:01 p.m. Eastern Time (ET) and ends on May 23, 2024 at 8:25:59 p.m. ET (the "Duration"). The clock used by the Organizer will be the official clock for determining the date and time of receipt of an Entry (as defined below).

## **2. ELIGIBILITY**

Persons eligible to participate in this Contest are those who meet the following criteria at the time of entry: they are legal residents of Canada and have reached the age of majority in their province or territory of residence (the "Participant" or collectively, the "Participants").

Excluded are employees, prize suppliers, and members of their immediate families (father, mother, sisters, brothers, children), legal or common-law spouses, and all individuals with whom such persons are domiciled, whether or not such persons are related to each other.

The Contest is void where prohibited or restricted by law and is subject to all applicable federal, provincial and municipal laws and regulations.

## **3. HOW TO PARTICIPATE**

There is no limit to the number of Contest entries.

Participants can enter the draw by visiting the VIP tent at Cirque du Soleil's Kurios show at Quai Jacques Cartier in Montreal (the "Event Site") during the Contest Period and purchasing a \$100 ticket to obtain one (1) entry or a \$200 ticket to obtain five (5) entries. Each entry obtained by purchasing one of the two types of tickets from the Organizer is an "Entry".

By entering the Contest, the Participant agrees to abide by these Contest Rules.

## **4. PRIZE**

The winner will receive two (2) round-trip economy class promotional tickets for worldwide travel, valid on Air Canada, Air Canada Express and Air Canada Rouge scheduled flights only from a Canadian airport served by Air Canada, valued at nine thousand two hundred Canadian dollars (\$9,200) (the "Prize"). Seating is subject to availability in the applicable booking class at the time of booking. Travel with promotional tickets must be booked no later than April 30, 2025, and must be completed by May 31, 2025. Promotional ticket holders are encouraged to book as early as possible to allow for maximum availability.

## **5. CONDITIONS CONCERNING THE PRIZE**

- These tickets cannot be used during normal blackout periods, which are subject to change without notice. Please refer to the blackout schedule below for details.

- It is the ticket holder's responsibility to pay all applicable fees, such as airport and departure taxes, Air Travellers Security Charge or other taxes or fees imposed by third parties.
- Origin and destination cannot be changed after your ticket has been issued. However, it is possible to change the flight time or date of travel before May 31, 2025. To do so, go to [aircanada.com](http://aircanada.com), select My reservations and make the desired changes. Please note that if you decide to change your reservation, a change fee will apply to each ticket.
- If you decide to cancel your reservation for any reason, please note that Air Canada cannot issue another promotional code.
- Postponement of the above-mentioned reservation and end-of-trip deadlines is not permitted under any circumstances.
- No Aeroplan points, miles or points from any other loyalty program will be awarded for travel.
- Stopovers or multideestination itineraries are not permitted.
- The use of Upgrade credits is not permitted. Upgrades to Business Class or Premium Economy are not permitted unless you decide to purchase a last-minute upgrade at your own expense, as described at <https://www.aircanada.com/ca/en/aco/home/book/upgrades/last-minute-upgrade-purchase.html#/>.
- Your ticket is not transferable, refundable, redeemable for cash, valid for Air Canada Vacations packages or upgradeable.
- Tickets are subject to Air Canada's General Conditions of Carriage, which can be viewed at <https://www.aircanada.com/ca/en/aco/home/legal/conditions-carriage-tariffs.html#/>.
- Tickets are valid on Air Canada, Air Canada Express and Air Canada Rouge flights only.
- Air Canada Signature Class seats may not be available on all flights.
- Access to the Maple Leaf Lounge is authorized only in Business Class and subject to availability.
- Access to the Air Canada Signature Suite is not permitted.
- Promotional pass holders may be held liable to Air Canada for failure to comply with the travel restrictions and conditions applicable to their tickets, or for fraudulent use of these tickets.

Promotional code may not be distributed, sold or used for commercial or personal gain, or for any purpose other than its intended use. Air Canada reserves the right to modify or cancel this promotional code at its sole discretion. Any violation of these terms and conditions may result in the cancellation of the promotional code and any reservations made thereunder, as well as any legal or other remedies for damages, expenses or costs incurred or losses suffered as a result of the prohibited use.

Restrictions for North America (including Hawaii)

July 27, 2024 to August 11, 2024

December 14, 2024 to January 08, 2025

April 16, 2025 to April 23, 2025

Restrictions for all international destinations (including Mexico City, but excluding India, Beijing and Shanghai)

June 20, 2024 to September 08, 2024

December 11, 2024 to January 12, 2025

Restrictions for all Sun destinations (including West Indies, Mexico and Central America, but excluding Mexico City)

December 11, 2024 to January 12, 2025

Restrictions for specific destinations

**To India:**

June 20, 2024 to July 31, 2024

October 17, 2024 to November 23, 2024

December 09, 2024 to December 24, 2024

**From India:**

July 11, 2024 to September 15, 2024

December 15, 2024 to April 30, 2025

**To Beijing/Shanghai :**

June 20, 2024 to September 08, 2024

December 11, 2024 to January 06, 2025

April 25, 2025 to May 11, 2025

**From Beijing/Shanghai**

June 20, 2024 to September 15, 2024

December 21, 2024 to January 29, 2025

March 28, 2025 to April 06, 2025

June 19, 2025 to September 14, 2025

December 20, 2025 to January 12, 2026

## **6. DRAW**

Entries must be received by 8:25:59 p.m. ET on May 23, 2024 (the "Closing Date"). The "Draw" will take place in public on May 23, 2024 at 8:30:00 p.m. ET on the Event Site.

During the Draw, one (1) Entry will be randomly selected from all eligible Entries received prior to the Draw Closing Date.

Odds of winning the Prize depend on the number of eligible Entries received by the Draw Closing Date.

## **7. NOTIFICATION AND AWARDING OF PRIZES**

The Organizer will notify the selected Participant of the Draw by e-mail or telephone within forty-eight (48) hours of the time of the Draw.

In the event that the Organizer is unable to contact the selected Participant for any reason, the Organizer reserves the right, at its discretion, to conduct another draw from among all eligible Entries received for the Draw to attempt to award the Prize to another Participant, who will be subject to disqualification in the same manner.

To be declared a winner (a "Winner"), the selected Participant must, in addition to meeting the Contest eligibility criteria, respond to the Organizer's notice within forty-eight (48) hours of the Organizer's notice. The Winner will be required to provide all of the following personal information: the language in which he or she wishes to exchange, his or her first name, last name and e-mail address for transmission of the Prize. In the absence of an e-mail address, the Winner must provide his/her full postal address.

If the selected Participant cannot meet these conditions, he/she cannot be declared a Prize winner and the Organizer will apply the procedure to reselect a Participant, who may be disqualified in the same way.

If no Participant is declared a winner within sixteen (16) business days of the original Draw, the Organizer reserves the right to cancel the Prize.

Under no circumstances may the Organizer be required to award a Prize other than in accordance with these Rules.

## **8. TAKING POSSESSION OF THE PRIZE**

The Prize will be sent to the Winner by e-mail, or mail as the case may be, within seven (7) business days following receipt of the personal information required to transmit the Prize.

## **9. PRIZE ACCEPTANCE**

The Prize must be accepted as described in these Rules and may not, under any circumstances, be transferred in whole or in part to another person, substituted for another prize or exchanged for cash.

## **10. PRIZE SUBSTITUTION BY THE ORGANIZER**

At any time and for any reason whatsoever, the Organizer reserves the right to replace a Prize as described in these Rules with a Prize of the same nature and equivalent or greater value, or, at its sole discretion, to award the monetary value of the Prize indicated in these Rules.

## **11. TERMS & CONDITIONS**

**Personal information.** The Organizer and its authorized agents will collect, use and disclose the personal information provided by Participants when they enter the Contest in order to manage and administer the Contest and award the Prizes.

Please refer to the Organizer's privacy policy for more information on how your personal data is managed: <https://www.onedrop.org/en/privacy-policy/>

**Authorization.** By participating in this Contest, the Winner authorizes the Organizer and its representatives to use, if required, his/her name, place of residence and/or statement regarding the Prize for publicity purposes, without any form of compensation or prior approval.

**Conduct of the Contest and disqualification.** The Organizer reserves the right, at its sole discretion, to cancel an Entry or disqualify a Participant from this Contest and/or exclude him/her from any future contest or promotion held by the Organizer (1) if his/her Entry contains inaccurate information; (2) if his/her Entry, prize claims and/or notifications are lost, late, incomplete, illegible, unintelligible, damaged and/or not received by the intended recipient, in whole or in part, due to computer, human and/or technical error of any kind; (3) if he/she fails to comply with each of the conditions of these Rules; (4) if he/she participates or attempts to participate in this Contest using a means contrary to these Rules or of such a nature as to be unfair to the other Participants; or (5) if he/she is suspected of having i) directly or indirectly tampered with the running of the Contest, ii) made a false declaration in relation to his/her participation, or iii) breached these Rules. In such a case, the Organizer reserves the right, at its sole discretion, to conduct a new draw from among the eligible entries received, under the same conditions.

Any attempt to deliberately damage any component related to the participation or administration of the Contest or to sabotage the legitimate operation of the Contest constitutes a violation of civil and criminal laws. Should such attempts be made, the Organizer reserves the right to deliver the Participant or any other related person, directly or indirectly, to the competent legal authorities and to obtain compensation under the law.

The decisions of the Organizer with respect to any aspect of the Contest are final. The Contest is subject to all applicable federal, provincial and municipal laws. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision contained herein. If any provision of this By-law is held to be invalid or otherwise unenforceable, this By-law shall remain in full force and effect and shall be construed as if the unenforceable provision were not contained herein. Paragraph headings are used for reference purposes only and shall not affect the interpretation of the By-law.

Limitation of liability. None of the Organizer, its subsidiaries, affiliates, advertising agencies, licensees, franchisees, partners, retailers, distributors or other parties related to the Contest, nor any of their respective directors, officers, employees, shareholders, agents, other representatives, successors and assigns (collectively, the "Beneficiaries") shall have any obligation or liability arising out of or in connection with the Participant's participation or attempted participation in the Contest.

The Beneficiaries disclaim all liability and responsibility for any damage or loss caused by any force majeure, technical problem or malfunction that may disrupt the Contest or its operation, including, but not limited to, natural disasters or unforeseen circumstances beyond our control. The Contest Organizers reserve the right to modify, suspend or cancel the Contest. Participants will be promptly notified of any such changes. The Organizers are not responsible for any damages or inconvenience caused by such changes. The use of any component related to the participation and administration of the Contest is at the Participant's own risk. The Beneficiaries shall not be held responsible for any human, typographical, technical, computer, printing or network errors that may occur in the administration of the Contest, the downloading, counting or processing of Entries, the announcement of the Prizes or in any documents related to the Contest. The Beneficiaries shall not be liable for any claim, action, damage, demand, cause of action, suit, debt, duty, account, bond, agreement, warranty, indemnity, contract or liability of any kind whatsoever arising out of or in connection with participation or attempted participation in the Contest.

By accepting the Prize, the Winner releases the Beneficiaries from any and all liability, obligations, claims, actions, damages, demands, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, contracts or liabilities of any kind whatsoever arising out of or in connection with the acceptance and/or use of the Prize.

Modification of the Contest. The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, without notice or obligation, this Contest in the event that any event or human intervention occurs that could alter or influence the administration, security, impartiality or conduct of the Contest as contemplated in these Contest Rules, subject to the approval of the Régie des alcools des courses et des jeux du Québec (the "Régie"), if required.

Termination of participation in the Contest. Without limiting the generality of the foregoing, if the Contest, or any portion thereof, is not capable of running as planned for any reason, including but not limited to tampering, unauthorized intervention, fraud, or cancellation of the event, which the Organizer, in its sole discretion, corrupt or affect the administration, security, impartiality, integrity or normal operation of the Contest, the Organizer may, in its sole discretion, subject only to the approval of the Régie for residents of Quebec, cancel any suspect Entry, and : (a) terminate the Contest, or any part of the Contest; (b) modify or suspend the Contest, or any part of the Contest, to correct the problem, and then reinstate the Contest, or any part of the Contest, in a manner that better respects the spirit of these Rules and/or; (c) award the prizes from among the eligible entries received prior to the discovery of the problem, in accordance with the winner selection criteria stipulated herein.

Language. In the event of a discrepancy between the French and English versions of the Regulations, if such a version exists, the French version shall prevail.

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