

# The One Drop Foundation® Water in Action Contest (the “Contest”)

## OFFICIAL CONTEST RULES AND REGULATIONS (the “Contest Rules”)

The One Drop Foundation Water in Action Contest is brought to you by the One Drop Foundation (the “**Contest Organizer**”) and Cirque du Soleil and Air Canada (“**Contest Sponsor**”). The Contest starts on October 1st, 2022 at 12:01 a.m. EST and closes on November 30th, 2022 at 11:59 p.m. EST (hereinafter, the “**Contest Period**”). There will be a total of one (1) Grand Prize Winner (“**Grand Prize Winner**”) and five (5) additional Secondary Prize Winners (“**Secondary Prize Winners**”) determined by a random drawing (“**Random Drawing**”) from among all eligible Entries received during the Contest Period. The Random Drawing will take place on December 5<sup>th</sup>, 2022 at 12:00 p.m. EST. All decisions of the Contest Organizer are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend on the number of eligible Entries received by the end of the Contest Period.

### 1. **Eligibility**

The Contest is open to all participants all over the world having reached the legal age of majority in the province of Québec, Canada (18 years), prior to the end of the Contest Period (each an “**Eligible Participant**”).

Directors, employees, representatives, or agents of The One Drop Foundation and the Cirque du Soleil and all members of their immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and any persons residing and domiciled at the civic address of any of the aforementioned, are not eligible to enter the Contest.

### 2. **How to participate in the Contest**

Eligible Participants can enter the Contest **either** (I) Online Entry, **and / or** (II) Onsite Entry, as follows:

#### I. Online Entry

Eligible Participants can enter the Contest by registering on the Water in Action website at <https://onedropfoundationca.akaraisin.com/ui/WaterinAction> during the Contest Period and complete the registration form in full, provide their complete name, email address, date of birth and any other required information.

## II. Onsite Entry

Eligible Participants can enter the Contest by participating in the onsite race to take place on October 9<sup>th</sup>, 2022. They must register through the **Courses Thématiques** website at <https://inscriptionenligne.ca/leau-en-action/en/> and fill out the form to enter the contest on the day of the event at the Frederick-Bach Park in Montreal and provide their name, address, date of birth, e-mail address and telephone number.

Eligible Participants are granted up to **two (2)** Contest entries during the Contest Period. Eligible Participants will be granted one (1) entry when registering online **and/or** one (1) entry when registering to the onsite race during the Contest Period.

### **Entry Requirements**

To be considered an Eligible Entry, as defined below, all content and materials associated with your entry (regardless of the method of entry) (collectively, the “**Submission**”) must: (i) be submitted and received in accordance with these Contest Rules during the applicable Contest Period; (ii) include all required information noted above; and (iii) comply with these Contest Rules, including, but not limited to, the General Terms and Conditions listed below for each Prize (all as determined by the Contest Organizer in its sole and absolute discretion). By participating in this Contest, including without limitation submitting an Eligible Entry, you signify that you have read and agree to be legally bound by these Contest Rules.

Each Submission received from an Eligible Participant that meets the requirements above will be considered an “**Eligible Entry**” and collectively the “**Eligible Entries**”.

By entering the Contest, each Eligible Participant agrees that their Eligible Entry complies with the Content Restrictions, as defined below, and that Contest Organizer may choose to disqualify an Eligible Participant from the Contest if it believes, in its sole discretion, that the Eligible Entry fails to comply with the following restrictions (collectively, the “**Content Restrictions**”):

## 3. **Prize(s)**

There are seven (7) Prizes to be won (each a “Prize”, collectively the “Prizes”), each consisting of the following for the winners:

One (1) Grand Prize winner and one (1) guest will receive:

- I. Two (2) Economy Class round-trip ticket(s) on any flight operated by Air Canada (including, flights operated under the Air Canada Express banner and operated

by Air Canada Rouge) from any city where Air Canada is implemented to anywhere in the world where Air Canada is implemented, returning before the 31<sup>st</sup> of December 2023\*;

- II. Two (2) VIP tickets to any Cirque du Soleil® show anywhere in the world, provided by Cirque du Soleil (subject to then-applicable health and safety measure regarding COVID-19).\*\*

Five (5) Secondary Prizes will be awarded to five (5) individual winners:

- III. Five (5) individual tickets to any Cirque du Soleil® show in Canada, provided by Cirque du Soleil (subject to then-applicable health and safety measure regarding COVID-19).\*\*

\*Airline tickets subject to [Terms and Conditions](#).

\*\*Exceptions might apply for certain dates and cities. Cirque du Soleil's Corteo Show in Montréal (QC) excluded.

### **Travel Terms and Conditions**

If selected, the Prize winner and their guest must be available to travel before the end of the redemption period, on December 31<sup>st</sup>, 2023.

Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program. No changes permitted to reservations once date of travel is confirmed or ticket has been issued.

The Prize winner and their guest(s) are responsible for: any and all costs, expenses, taxes and any other charges or duties not expressly included in the price description including, without limitation, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point (as the Prize originates and terminates at such departure point), obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with entry, health, safety, customs and immigrations regulations and requirements and any and all taxes, charges or duties applicable to such. Please consult the website of the Government of Canada for information about COVID-19 requirements: <https://travel.gc.ca/travel-covid> **External site which may not meet accessibility guidelines**. These requirements are subject to change without notice. The use of upgrade certificates is not permitted for flights. Use of the airfare tickets are subject to Air Canada's general conditions of carriage publicly available at [www.aircanada.com](http://www.aircanada.com). The Prize winner and their guest(s) are also aware of the Air Canada CleanCare+ Program. For more information, please visit the Air Canada website and more specifically the Air Canada Travel Ready hub, at [aircanada.com/travelready](http://aircanada.com/travelready). The Prize winner agrees and acknowledges that Contest Organizer will not be liable if any of the guest(s) or the Prize winner are denied boarding due to any failure to comply

with applicable travel restrictions or requirements issued by any authorities or stipulated by any applicable laws or regulation.

The Prize winner and their guest(s) understand and acknowledge the risks related to the spread of infectious or contagious diseases and understands it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19.

Other mandatory safety protocols may apply based on the nature of the Prize. Availability of the services and facilities may be impacted.

**Prize Value**

|   |                |
|---|----------------|
| <b>Total approximate value of the Prizes</b>                | <b>\$8,000</b> |
| <b>Approximate value per Prize: Airline Tickets</b>         | <b>\$6,200</b> |
| <b>Approximate value per Prize: Cirque du Soleil Ticket</b> | <b>\$150</b>   |

Exact value of the Prize depends on point of departure and destination as well as time of travel. Prize 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 Organizer reserves the right at its sole discretion to substitute the Prize for one of equal or greater value or to allow a Prize transfer.

4. **Prize(s) Draw**

A random draw from all Eligible Entries received from Eligible Participants during the Contest Period to select the winner(s) of the Prize will be held virtually at Contest Organizer’s offices located at 8400, Avenue du Cirque, Montréal (QC) H1Z 4M6, Canada on December 5<sup>th</sup>, 2022 at 12:00 pm EST.

The odds of winning a Prize will depend upon the total number of Eligible Entries received from Eligible Participants during the Contest Period.

5. **Claiming of Prize(s)**

In order to be declared a winner and be able to claim their Prize, the Eligible Participant selected as per these Contest Rules will be contacted by telephone, e-mail, direct message or other form of notification sent to the coordinates accompanying the selected Eligible Entry and will be instructed on how to claim their Prize by the Contest Organizer or Contest Sponsor (if applicable) or one of its agents or representatives, shortly

following the draw and must confirm acceptance as a selected Eligible Participant within three (3) calendar days of contact.

If the selected Eligible Participant does not confirm acceptance within three (3) calendar days, the Eligible Participant will be automatically disqualified and forfeit all rights to the Prize. At its entire discretion, Contest Organizer may select another Eligible Participant among the Eligible Entries by way of random draw.

Before being declared a Prize winner, each selected Eligible Participant will be required to successfully answer a time-limited four-step, two-to-three number mathematical skill-testing question and sign a declaration form confirming, without limitation, that:

- I. they comply with the eligibility requirements;
- II. they have read the Contest Rules and comply completely;
- III. they accept the Prize as awarded;
- IV. they comply with any conditions/restrictions that may apply to the Prize;
- V. they acknowledge the Contest Organizer's right to publish their picture, name and city of residence without compensation other than the Prize offered; and
- VI. they acknowledge the disclaimer of liability from the Contest Organizer, Contest Sponsor (if applicable) and their respective parent, subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents.

Guest(s) of the Prize winner will also be required to sign a similar declaration form.

No correspondence will be undertaken except with the selected Eligible Participants whose Eligible Entry was drawn. Once an Eligible Participant is declared a Prize winner by Contest Organizer, Contest Organizer will send the Eligible Participant an email containing the details of how to redeem their Prize.

## 6. **General Terms and Conditions**

All entries and all information provided by Eligible Participants must be complete and accurate. Contest Organizer will not be held responsible for any incorrect or inaccurate transcription of entry information, any error or technological malfunctions of any kind in connection with the Contest, telephone or internet interruptions and/or any late/incomplete/erroneously completed Prize claims or declaration forms or validly disqualifying any Eligible Participants or winner(s) in accordance with the terms hereof.

All entry information are subject to verification by the Contest Organizer 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 any condition of these

## Contest Rules.

The contents of all entries submitted become property of the Contest Organizer and will not be returned. Each Eligible Participant grants permission for Contest Organizer and Contest Sponsor (if applicable) to use the contents of their Eligible Entry 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. Contest Organizer reserves the right to: (i) use the contents of Eligible Entries provided by entrants, for editorial, advertising, marketing and promotional purposes, without further compensation or notice, unless prohibited by law; and (ii) publish without compensation the full name, city of residence, and photograph or videos of all Prize winners and Eligible Participants waive all rights with respect to printed, broadcast and other forms of publicity.

By entering the Contest, Eligible Participants expressly consent to the Contest Organizer, Contest Sponsor (if applicable), media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with their Eligible Entry only for the purpose of administering the Contest and in accordance with the Contest Organizer's Privacy Policy publicly available on Contest Organizer's website:

<https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html>

Contest Organizer will retain the personal information according to applicable laws.

If the Contest is not capable of running as planned for any reason, including, without limitation, pandemic, climatic conditions, tampering, unauthorized intervention, fraud, technical failures, or any other cause, the Contest Organizer reserves the right, at its sole discretion and without advance notice, to 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 Organizer determines, at its sole discretion, that any entry compromises the integrity of the Contest, the Contest Organizer 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 Organizer further reserves the right, at its sole discretion, to disqualify any individual from the Contest, and/or to revoke, rescind, withhold or otherwise limit or restrict the Prize awarded to a winner, and/or to ban the individual from any future contest of the Contest Organizer who it finds or believes to be: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of the Contest Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; (iii) acting or involved in any situation or occurrence which brings them into public disrepute, contempt, scandal, or ridicule, or which shocks, insults, or offends the community or any group or class thereof, or to offend public morals and decency to or which reflects unfavourably upon the Contest Organizer, the Contest Sponsor (if applicable), the Prize supplier, if any, and each of their respective parent, subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns, or their respective products

or services, as determined in the reasonable discretion of the Contest Organizer; or (iv) posting or making available to the public any post, picture, video, statement, or any other content of any form on any media (including any social media platform) mentioning, tagging, alluding to, or associating itself in any way with the Contest and/or the Prize which, in the reasonable discretion of the Contest Organizer, infringes or otherwise violates the rights of the Contest Organizer, the Contest Sponsor (if applicable), the Prize supplier, if any, and each of their respective parent, subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns.

By entering this Contest, Eligible Participants agree that the Contest Organizer and Contest Sponsor (if applicable) and each of their respective subsidiaries, affiliates or related entities, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns do not make any representation or warranty, or assume any liability beyond, where applicable, what has been described as the Prize in these Rules.

Eligible Participants agree to be bound by all decisions of the Contest Organizer and/or Contest Sponsor (if applicable) regarding the Contest which shall be final and binding in all respects.

The Contest is subject to federal, provincial and local rules and regulations. Subject to the following paragraph, this Contest is subject to all applicable national, federal and provincial laws and regulations; unless otherwise provided at law, all actions, proceedings or litigation relating hereto shall be adjudicated in the judicial district of Montreal, province of Quebec, and the parties consent to such exclusive venue and jurisdiction.

**For Quebec Residents only:** Any litigation respecting the conduct or organization of a contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling (the "Régie"). 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. 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.

**Intellectual Property:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by Contest Organizer and/or Contest Sponsor (if applicable) and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

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