# OCEAN WISE INTERNATIONAL COASTAL CLEANUP DAY CONTEST (the "Contest") OFFICIAL CONTEST RULES AND REGULATIONS (the "Contest Rules")

NO PURCHASE OR MONETARY CONSIDERATION NECESSARY TO ENTER OR WIN.

The Contest is brought to you by Ocean Wise Conservation Association (the "Contest Organizer"). The Contest starts on September 17, 2022 at 12:01 a.m. Eastern Time (ET) and closes on September 17, 2022 at 11:59 p.m. Pacific Time (PT).

#### **Eligibility**

The Contest is open to Canadian residents, excluding Quebec, who have reached the age of majority according to the laws of the province or territory where they reside.

Directors, employees, representatives, or agents of the Contest Organizer and Air Canada and their respective 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.

All federal, provincial and local laws and regulations apply. The Contest Organizer shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Contest Organizer for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Organizer reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

# **How to participate in the Contest**

NO PURCHASE NECESSARY. To enter the Contest, visit the Ocean Wise Shoreline Cleanup website at <a href="https://shorelinecleanup.org/">https://shorelinecleanup.org/</a> and register for a Shoreline Cleanup that takes place on September 17, 2022 at 12:01 a.m. ET and closes on September 17, 2022 at 11:59 p.m. PT. (the "Contest Period")

If it is discovered by the Contest Organizer (using any evidence or other information made available to or otherwise discovered by the Contest Organizer) that any person has attempted to: (i) obtain more than one (1) Eligible Entry during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities or email addresses to enter or otherwise participate in or disrupt this Contest, then he/she may be disqualified from the Contest in the sole discretion of the Contest Organizer.

#### **Entry Requirements**

To be considered an Eligible Entry, as defined below, your entry must: (i) be submitted and received in accordance with these Contest Rules during the applicable Contest Period and (ii) comply with these Contest Rules, including, but not limited to, the General Terms and Conditions listed below (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".

\*Only one (1) Eligible Entry per Eligible Participant is allowed for the duration of the Contest Period\*

# Prize(s)

There is one (1) grand prize to be won (the "Prize").

## **Prize Description**

There is one (1) Prize to be won, consisting of the following for the winner: Two (2) round trip economy class tickets operated by Air Canada (including, flights operated by Air Canada Rouge ® and under the Air Canada Express ® banner) from the major Canadian airport served by Air Canada closest to the winner's place of residence to anywhere in the world that Air Canada flies. Certain conditions and blackout travel restrictions apply. Please note that no ground transportation is included in the Prize.

#### Travel Terms and Conditions

Reservations for flights are subject to availability. Travel must be booked, ticketed and travelled no later than December 31, 2023, or the Prize will be forfeited, without substitution, by the Prize winner and their guest. No changes permitted to reservations once date of travel is confirmed and tickets have been issued. Blackout dates apply during which flights cannot be booked – see chart below.

The Prize winner and their guest must participate in all aspects of the Prize together (i.e. the Prize winner cannot have a different guest for different aspects of the Prize).

The Prize must be accepted as awarded and may be used for products and services of Air Canada or of its subsidiaries and affiliates, as applicable, in accordance with and subject to all the relevant terms and conditions applicable at the time of redemption, including Air Canada's general conditions of carriage publicly available at <a href="https://www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html">www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html</a>.

The Prize winner is responsible for all fuel, insurance (including medical and accidental insurance), surcharges, taxes, fees and other applicable charges with a credit card at time of booking. The Prize winner and their travelling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, including to and from the departure point, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas, proof of vaccination against COVID-19 and complying with entry, health, customs and immigrations regulations and requirements. Please consult the website of the Government of Canada for information about COVID-19 requirements: <a href="https://travel.gc.ca/travel-covid">https://travel.gc.ca/travel-covid</a>. These requirements are subject to change without notice.

Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program. The use of upgrade certificates is not permitted for flights nor e-Bids.

The Prize winner understands and acknowledges and will ensure that their travelling companion understands and acknowledges the risks related to the spread of infectious or contagious diseases and understand it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19. Prize winner is aware and will ensure that their travelling companion is also aware of the Air Canada CleanCare+ Program and the then-applicable mandatory health and safety measures. For more information, please visit the Air Canada website and more specifically the Air Canada Travel Ready hub:

https://www.aircanada.com/ca/en/aco/home/book/travel-news-and-updates/2020/covid-19.html#/.

By entering the Contest, each Eligible Entrant acknowledges and agrees that the Contest is in no way sponsored, endorsed, administered by, nor is associated with Air Canada or any of its subsidiaries and affiliates, and that Ocean Wise is fully responsible for the conduct and administration of the Contest, including the selection of winner(s) and the distribution of prizes.

By entering the Contest, each Eligible Entrant further covenants and agrees to keep harmless and to release from liability Air Canada, its subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, representatives, subcontractors and affiliates with respect to any claims or actions, losses, fines or legal costs which arise, directly or indirectly in connection with the Contest and the administration thereof, the Contest Prize and any related activity.

#### Prize Value

The approximate value of the Prize(s) in Canadian dollars is:

Total value of Prize(s)	\$6,200
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Exact value of the Prize depends on point of departure and destination as well as time of travel. The Prize winner is not entitled to any difference between the actual retail value of the Prize, or any component thereof, and the approximate retail value outlined herein. 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.

#### **Prize Draw**

A random draw from all Eligible Entries received from Eligible Participants during the Contest Period will be held at the Ocean Wise Conservation Association office located at 101-440 Cambie St, Vancouver, BC on September 23, 2022 in order to select the winner(s) of the Prize.

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

## Claiming of Prize(s)

In order to be declared the Prize winner and be able to claim their Prize, the Eligible Participant selected as per these Contest Rules will be contacted by telephone and/or e-mail accompanying the selected Eligible Entry used to submit the selected Entry and will be instructed on how to claim their Prize by the

Contest Organizer 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 of contact by the Contest Organizer, 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 must answer correctly, without any assistance of any kind, a mathematical skill-testing question and sign a declaration form confirming, without limitation, that:

- they comply with the eligibility requirements;
- they have read the Contest Rules and comply completely;
- they accept the Prize as awarded;
- they comply with any conditions/restrictions that may apply to the Prize;
- they acknowledge the Contest Organizer right to publish their picture, name and city of residence without compensation other than the Prize offered; and
- they acknowledge the disclaimer of liability from the Contest Organizer, Air Canada, subsidiaries
  and affiliates, media partners, advertising, promotional agencies and each of the foregoing
  entities' directors, officers, employees, contractors and agents.

Once an Eligible Participant is declared the Prize winner by Contest Organizer, the Contest Organizer will send the Prize winner an email containing the details of how to redeem their Prize.

## **General Terms and Conditions**

By entering the Contest, each Eligible Participant acknowledges and agrees that the Contest is in no way sponsored, endorsed, administered by, nor is associated with Air Canada or any of its subsidiaries and affiliates, and that the Contest Organizer is fully responsible for the conduct and administration of the Contest, including the selection of winner and the distribution of the Prize.

All Submissions 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 Submissions 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 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.

Each Eligible Participant grants permission for the Contest Organizer to use the contents of their Eligible Entry, including name and city of residence 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 Organizer, 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: <a href="http://www.ocean.org/privacy-policy">http://www.ocean.org/privacy-policy</a>

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 tampering, unauthorized intervention, fraud, technical failures, or any other cause, the Contest Organizer 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 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, Air Canada 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, Air Canada 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, Air Canada 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 do not make any representation or warranty, or assume any liability beyond, where applicable, what has been described as the Prize in these Contest Rules.

Each Eligible Participant, and his/her representatives, heirs, next of kin or assignees ("Eligible Participant's Representatives"), hereby releases and holds the Contest Organizer and Air Canada harmless from any and all liability for any injuries, loss or damage of any kind to the Eligible Participant, Eligible Participant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity.

The Eligible Participant and Eligible Participant's Representatives agree to fully indemnify the Contest Organizer from any and all claims by third parties relating to the Contest, without limitation.

Eligible Participants agree to be bound by all decisions of the Contest Organizer regarding the Contest which shall be final and binding in all respects.

## **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 Air Canada 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.

<sup>®</sup> Air Canada and the Air Canada logo are registered trademarks of Air Canada, used by Ocean Wise under licensed authorization.

The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

## Blackout periods for promotional tickets

## North America (including Hawaii)

- 15 December 2021 to 05 January 2022
- 13 April 2022 to 20 April 2022
- 23 July 2022 to 07 August 2022
- 14 December 2022 to 04 January 2023
- 05 April 2023 to 12 April 2023
- 29 July 2023 to 13 August 2023
- 14 December 2023 to 07 January 2024

## International (includes Mexico City but excludes India)

- 15 December 2021 to 10 January 2022
- 22 June 2022 to 02 July 2022
- 07 July 2022 to 05 September 2022
- 14 December 2022 to 09 January 2023
- 21 June 2023 to 01 July 2023
- 06 July 2023 to 04 September 2023
- 13 December 2023 to 08 January 2024

## Sun destinations (including Caribbean, Mexico, Central America but excludes Mexico City)

- 18 December 2021 to 10 January 2022
- 28 February 2022 to 18 March 2022
- 13 April 2022 to 20 April 2022
- 17 December 2022 to 09 January 2023
- 27 February 2023 to 17 March 2023
- 05 April 2023 to 12 April 2023
- 16 December 2023 to 08 January 2024

#### Blackouts for specific destinations

#### To India:

- 15 December 2021 to 10 January 2022
- 22 June 2022 to 02 July 2022
- 07 July 2022 to 05 September 2022
- 10 October 2022 to 24 October 2022
- 14 December 2022 to 09 January 2023
- 21 June 2023 to 01 July 2023
- 06 July 2023 to 04 September 2023
- 28 October 2023 to 12 November 2023
- 13 December 2023 to 08 January 2024

#### From India:

- 15 December 2021 to 10 January 2022
- 22 June 2022 to 02 July 2022
- 07 July 2022 to 05 September 2022
- 31 October 2022 to 13 November 2022
- 14 December 2022 to 09 January 2023
- 21 June 2023 to 01 July 2023
- 06 July 2023 to 04 September 2023
- 19 November 2023 to 03 December 2023
- 13 December 2023 to 08 January 2024