

# FLYOVER® CANADA'S 2020 "VISIT TAIWAN" CONTEST ("RULES")

## No Purchase Necessary

TO PARTICIPATE, YOU MUST BE 19 YEARS OF AGE OR OLDER AND A RESIDENT OF CANADA (EXCLUDING QUEBEC).

You must have Internet access and a valid email address in order to participate.

### 1. CONTEST PERIOD

The Contest commences at 2:00:01 pm Pacific Time on January 21, 2020 and ends at 11:59:59 pm Pacific Time on January 31, 2020 (the "**Contest Period**"). This Contest is sponsored by Brewster, Inc (the "**Contest Sponsor**") with prize provided by China Airlines. All times referenced in these Rules are in Pacific Time.

### 2. ELIGIBILITY

**NO PURCHASE NECESSARY.** The Contest is open to all legal residents of Canada (excluding residents of Quebec), who, at the time of Contest entry, are 19 years of age or older. Notwithstanding the above, this Contest is not open to employees of the Contest Sponsor, its respective divisions, subsidiaries, affiliates, representatives, agents, advertising and promotional agencies, contest suppliers and judges, members of their immediate families (parents, siblings, spouses) and those with whom they are domiciled. The Contest is open to eligible entrants through the FlyOver Canada website or complete the social media component of the contest.

By entering this Contest, you agree to be bound by these Rules, the Account Terms of Use and the decisions of the Contest Sponsor, which are final and binding on all entrants, without right of appeal, with respect to all aspects of the Contest, including without limitation eligibility and/or disqualification of entrants and entries.

### 3. HOW TO ENTER

There is two way to enter the Contest during the Contest Period.

#### ONE (1)

- A. Visit [www.flyovercanada.com/soarovertaiwan/contest](http://www.flyovercanada.com/soarovertaiwan/contest) and follow all online instructions in order to submit your Contest entry via the online entry form.

#### TWO (2)

Follow @FlyOverCanadaVancouver and @chinaairlines.tw and comment what your dream destination in Taiwan would be on the contest post.

All fields on the Contest entry form must be completed unless indicated as optional. All entries are subject to verification at any time. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require

proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification, at the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s).

**There is a limit of two online entries per person into the Contest (one per contest entry method).**

If the Contest sponsor determines, in its sole discretion, any violation of this rule, it may disqualify the entrant and there is no appeal from this decision. There is a limit of one (1) Account per person/e-mail address permitted and an individual can only use one (1) e-mail address to register for an Account. If it is discovered that any individual has attempted to: (i) obtain more than one (1) Account; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address to register for an Account; then (in the sole and absolute discretion of the Contest Sponsor) the individual may be disqualified from participating in the Contest and his/her entry(ies) may be disqualified. Use (or attempted use) of multiple names, identities, email addresses and/or any automated system to register for an Account or otherwise participate in this Contest is prohibited and is grounds for disqualification.

For online entries to the Contest, in the event of a dispute as to who submitted an entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entry to have been submitted by the authorized account holder of the email address submitted at the time of setup of the associated Account user profile. “Authorized Account Holder” is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Selected entrant may be required to provide the Contest Sponsor with proof that he/she is the authorized account holder of the email address associated with the Account user profile.

The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries.

#### 4. SUBMISSION REQUIREMENTS

BY SUBMITTING AN ENTRY (A “SUBMISSION”), YOU AGREE THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASEES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR SUBMISSION. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

By using the Application (and whether or not to participate in the Contest), each entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Contest Sponsor, and further warrants and represents that he/she will only input his own actual first and last name in creating any sign using the Application and that he/she will not use the Application for any purpose that:

- A. violates any law, statute, ordinance or regulation; OR

- B. involves use of any reference to any identifiable third parties, unless consent has been obtained from all such individuals; OR
- C. will give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; OR
- D. is defamatory, trade libelous, pornographic or obscene, or to create any content that contains, includes, or involves, without limitation, any of the following: sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Contest Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Contest Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Contest Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsor in its sole and absolute discretion.

By entering the Contest and submitting an entry, each entrant: (i) grants to the Contest Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission and in whole or in part, for advertising or promoting the Contest and as part of the Prizes (see Rule 5 below) or for any other reason; (ii) waives all moral rights in and to his/her Submission in favour of the Contest Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Submission.

## 5. PRIZES

One Grand Prize of (1) roundtrip economy class air ticket from Vancouver (YVR) to Taiwan (TPE) . The Grand Prize has an Approximate Retail Value (“ARV”) of USD\$1,000, with total value of USD\$2,000. The actual value of the Prize may vary depending on dates and times of travel and airfare fluctuations at the time of travel. Therefore, the actual value of the Prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and the ARV will not be awarded. No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize with another of equal or greater value.

Five (5) Secondary prizes of two tickets to FlyOver Canada showing of Soar Over Taiwan showing from January 16 – February 17, 2020.

### a) Contest Sponsor Rules

The Prize winner is solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, fuel/currency surcharges, ground transportation, meals, beverages, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation, and all personal expenses of any kind or nature, together with any applicable overnight layover. Please note

that flight dates, tour dates and hotel accommodation are subject to change without notice or compensation. The Prize winner is also solely responsible for all costs incurred to and from point of departure as the prize originates and terminates there. It is the sole responsibility of the Prize winner to obtain all necessary travel documentation including passports and visas where applicable and to comply with any customs and immigration requirements. It is recommended that the Prize winner sufficient personal insurance prior to departure. Some restrictions and blackout periods may apply. The Prize winner is solely responsible for all costs not expressly described herein.

The Prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions except at Contest Sponsor's sole option. Contest Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Contest Sponsor's sole and absolute discretion, a cash award.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) by accepting the Prize, the Prize winner agrees to waive all recourse against the Releasees if the Prize or a component thereof does not prove satisfactory, either in whole or in part; and (ii) the Prize winner's companion must sign and return the Contest Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Releasees (defined below) relating to his/her participation in the Prize (including, without limitation, any travel related thereto).

**b) China Airlines Regulations**

All travel arrangements are subject to availability, blackout dates, and other restrictions. Winner is responsible for any and all applicable fees, service charges, surcharges or passenger facility charges and all insurance costs, federal, state, local and foreign taxes, airport taxes, if any, gratuities, meals, incidentals and any other unspecified expenses associated with the acceptance or use of the Prize. Further restrictions may apply, pursuant to the airline's own terms and conditions. Local ground or air transportation and any accommodation and/or any other travel expenses in Taiwan shall be borne by the Winner. The TTB reserves the right to amend the Prize without prior notice. If there is any misact by the participants or Winner that causes any losses to the TTB, the Administrator or any third party, the relevant participants or Winner will be responsible for all losses. Travel Insurance: The TTB and/or Administrator recommend that the Winner individually contract all necessary travel insurance to secure her/his trip to Taiwan. The TTB and/or Administrator shall in no event be held liable for any loss or damage caused to you while engaging in the trip made possible by the present Sweepstakes. All expenses associated with Prize acceptance or usage not expressly stated above are the responsibility solely of the Winner.

By accepting the Grand Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Grand Prize Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Administrator, within five (5) days of the date of notice or attempted notice is sent, a Declaration of Compliance in order to claim his/her Prize. The Winner will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Winner is solely responsible for all matters relating to their Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or

undeliverable to a potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within two (2) days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected. By accepting a Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties, the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, pictures, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to their Prize.

c) **PRIZES DRAW**

On February 3 2020 (the "Draw Date") at approximately 12:00 PM (Pacific Time), six of eligible entries (one for grand prize and five for secondary prize) to the Contest will be randomly selected by the Contest Sponsor at 480 – 885 Dunsmuir Street from among all eligible entries received during the Contest Period.

The Contest Sponsor or its designated representatives will make a minimum of three (3) attempts to contact the selected entrant through social media channel (using the information provided by such entrant on the entry post) within five (5) business days following the Draw Date.

In the event that a potential winner cannot be contacted for any reason within five (5) business days of the Draw Date; then the potential winner will be disqualified (and will forfeit all rights to the Prizes) and the Contest Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant by random draw from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected potential winner, with appropriate adjustment of the timeframe from the date of alternative selection).

Odds of winning the Prizes depend on the total number of eligible entries received during the Contest Period.

The Contest Sponsor will have the sole discretion to determine the manner in which the selected entry is drawn and who will be present for the random draw.

d) **WINNER CONDITIONS:**

Before being declared a winner, a selected entrant must: (i) correctly answer, unaided, a mathematical skill-testing question to be administered, at the sole and absolute discretion of the Contest Sponsor, either over the phone by a representative of the Contest Sponsor, or in the Declaration and Release form referred to below; and (ii) and complete, sign and return the Contest Sponsor's form of Declaration and Release Form (and any other documents, as applicable) by the date indicated on the Declaration and Release Form (the "**Prize Claim Date**"). The Prizes must be claimed by the Prize Claim Date. If the selected entrant cannot be reached within the timeframe specified above, is not in compliance with these Rules, incorrectly answers the skill-testing question, declines the prize, or fails to return the Declaration and Release Form (and any other documents, as applicable) by the Prize Claim Date, or if email correspondence between the Contest Sponsor and selected entrant is returned as undeliverable without a forwarding address, then, at the sole and absolute discretion of the Contest Sponsor, such selected entrant may be disqualified and his/her claim to the Prizes forfeited, and the Contest Sponsor reserves the right to randomly select another entrant from the remaining eligible entries. The winner agrees to have a photograph taken and be shared on social media which may include, but is not limited to the following: Facebook, Twitter and Instagram.

e) **GENERAL**

(1) The Contest Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

(2) The decisions of the Contest Sponsor are final and binding on all entrants, without right of appeal, with respect to all aspects of the Contest, including without limitation eligibility and/or disqualification of entrants and entries, and entrant agrees to abide by all of the instructions and decisions of the Contest Sponsor. In the event of any dispute regarding the interpretation of these Rules, the decision or interpretation of the Contest Sponsor shall prevail.

(3) No communications will be entered into except with selected entrants.

(4) All entries become the property of the Contest Sponsor. Any entry that is illegible, incomplete, altered, or contains false information, is invalid. Contest Sponsor is not responsible for lost, stolen, delayed, damaged or misdirected claims or entries or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest Period. The Contest Sponsor is not responsible for any errors or omissions with respect to the printing or advertising of this Contest. If, for any reason whatsoever, Contest Sponsor determines in its sole discretion that this Contest is no longer capable of running as intended, Contest Sponsor may in its sole discretion withdraw, amend, cancel or modify this Contest in any way.

f) **LIABILITY AND RELEASE:**

The Contest Sponsor accepts no responsibility for loss, damage or claims caused by the awarded prizes or the Contest itself. By entering the Contest, all entrants forever release and hold harmless the Contest Sponsor and its

respective affiliated and related companies, advertising and promotional agencies and all of their respective directors, officers, shareholders, employees, representatives, agents, successors and assigns (collectively, the “**Contest Entities**”) from any and all liability for any injuries, loss, death, or damage of any kind arising from or in connection with the Contest or any prize won.

Without limiting the release of liability provisions herein, and for greater certainty, the Contest Entities will not be liable for: a) any incorrect or inaccurate information, whether caused by Contest Website users or by any equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; b) any error, omission, interruption, deletion, defect or delay in operation of the Contest Website or any transmission in connection with the Contest; c) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; d) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of email which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or combination thereof; or e) any injury or damage to entrants’ or to any other person’s computer related to or resulting from participating or downloading materials in this Contest.

The Contest Sponsor reserves the right to terminate, withdraw, suspend or amend this Contest in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause of any kind or nature whatsoever that corrupts, interferes with or affects the administration, security or proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made; the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason in its sole and absolute discretion. The Contest Sponsor reserves the right, in its sole and absolute discretion, to adjust dates for any of the timeframes outlined in these Rules if necessary as a result of technical problems or other unforeseen circumstances which affect the administration of the Contest as described in these Rules or for any other reason.

g) **TAMPERING:**

The Contest Sponsor reserves the right in their sole discretion to disqualify any individual from the Contest, and to ban that individual from any future promotion of the Contest Sponsor, if the Contest Sponsor finds or believes such individual to be tampering with the entry process or the operation of the Contest or where applicable, the Contest Website; to be acting in violation of the Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Contest Sponsor, the Contest Sponsor’s agencies, other entrants or any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

h) **PUBLICITY:**



By entering this Contest, each entrant agrees that the Contest Sponsor and its respective designees may use the entrant's name, photograph, likeness, address, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

i) **GOVERNING LAW AND INTERPRETATION:**

This Contest and its Rules shall be governed by British Columbia law and all entrants expressly agree that the British Columbia courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts and provincial courts of the Province of British Columbia, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Vancouver, British Columbia.

The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

j) **PERSONAL INFORMATION:**

Personal information provided on the Contest entry form by entrants is collected by the Contest Sponsors for the purpose of administering this Contest. You understand that you are providing your information to the Contest Sponsor. Any questions, comments or complaints regarding the Contest should be directed to the Contest Sponsor.

By participating in this Contest, each entrant expressly consents to the Contest Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry in this Contest for the purpose of administering the Contest and in accordance with Sponsor's privacy policy.