

# FLYOVER® CANADA 2018 VALENTINE'S DATE NIGHT ("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.**

FlyOver® Canada's 2018 Valentine's Date Night ("Rules") is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. You understand that you are providing your information to the "Contest Sponsor" (defined below) and not Facebook, Instagram or Twitter. The information you provide will only be used for the administration of this Contest and in accordance with the Contest Sponsor's privacy policy. Facebook, Instagram or Twitter are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor.

### 1. CONTEST PERIOD

The Contest commences at 3:00:01 pm Pacific Time on February 6, 2018 and ends at 12:59:59 pm Pacific Time on February 11, 2018 (the "**Contest Period**"). This Contest is sponsored by Brewster, Inc. (the "**Contest Sponsor**") 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, Facebook, Instagram or Twitter.

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 are four (4) ways to enter the Contest during the Contest Period

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

- B. Follow FlyOver Canada, Vancouver Lookout, Delta Vancouver Suites and KJ Limousines Services on Facebook. Leave a comment on the Facebook contest post telling us when you have done so.
- C. Follow @flyovercanada, @vancouverlookout, @deltavandowntown, and @KJ\_limo, on Instagram. Leave a comment on the Instagram contest post telling us when you have done so.
- D. Tweet the following on Twitter: *Take your love to all new height this Valentine's Day with @FlyOverCanada, @VanLookout, @deltavancouver and @KJLimousine! RT to enter! #PerfectVDayDateNight*

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 four entrees per person into the Contest.** 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. Similarly, if duplicate physical entry forms are discovered by the Contest Sponsor or it is determined an applicant has completed more than one online entry form, this will be grounds for disqualification in the sole discretion of the Contest Sponsor.

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

The prize shall consist of two (2) tickets to FlyOver Canada, one (1) FlyOver Souvenir Photo and one (1) Howie Bear, two (2) the Vancouver Lookout, one (1) one hour city tour with KJ Limousines, and one (1) one night stay at Delta Inn and Suites Vancouver including Breakfast for two. The approximate value of the Prize is CAN \$250. The Prize winner and his/her travelling companion(s) are 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. Please note that tour dates and experiences are subject to change without notice or compensation. The Prize winner and his/her travelling companion(s) are 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 and his/her travelling companion(s) to obtain all necessary travel documentation including passports and visas where applicable and to comply with any customs and immigration requirements. The Prize winner and his/her travelling companion(s) must be able to travel at the time and dates as determined by the Contest Sponsor in its sole discretion failing which the Prize will be forfeited. It is recommended that the Prize winner and his/her travelling companion(s) obtain 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).

## 6. PRIZES DRAW

On February 12, 2018 (the "Draw Date") at approximately 10:00 AM (Pacific Time), one of eligible entries to the Contest will be randomly selected by the Contest Sponsor at 885 Dunsmuir Street, Vancouver, British Columbia 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 by phone, email or Facebook/Instagram/Twitter direct messaging (using the information provided by such entrant on his/her Contest entry form or comment) within two (2) business days following the Draw Date.

In the event that a potential winner cannot be contacted for any reason within two (2) 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.

## 7. 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.

## 8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 Sponsors. Any questions, comments or complaints regarding the Contest should be directed to the Contest Sponsors.

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. From time to time, the Contest Sponsors may contact you about other promotions, offers, services, and products related to FlyOver Canada (the "FlyOver Canada Updates"). If you do not wish to be contacted regarding the "FlyOver Canada Updates" you may "unsubscribe" from these communications or contact FlyOver Canada at [info@flyovercanada.com](mailto:info@flyovercanada.com) and we will remove you from the contact list.