

**OFFICIAL CONTEST RULES AND REGULATIONS**  
**AIR CANADA FAN FLIGHT CONTEST 2023-2024 – MONTREAL CANADIENS**

The Air Canada Fan Flight Contest 2023-2024 Montreal Canadiens (the “**Contest**”) is brought to you by Club de hockey Canadien, Inc. (the “**Contest Administrator**”) and Air Canada (“**Air Canada**” or “**Prize Supplier**”). The Contest starts Monday, October 30, 2023 at 00:01am (Eastern Standard Time (“**EST**”)) and ends Sunday, November 19, 2023 at 11:59pm (EST), (the “**Contest Period**”).

**1. Eligibility**

The Contest is open to residents of Quebec living within 120km radius of the Bell Centre and who have reached the legal age of majority in the province of Quebec prior to the Contest Period. Notwithstanding the foregoing, the employees, representatives and agents of the Contest Administrator, of Air Canada and of 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.

The Contest Administrator and Prize Supplier 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 Administrator and Prize Supplier for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Administrator and Prize Supplier reserve the right to reject or disqualify any entry or entrant in their sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. How to participate in the Contest: Contest Website**

NO PURCHASE NECESSARY TO ENTER OR WIN.

To enter, eligible participants must log online, during the Contest Period, to the Contest website accessible via the following link: <https://www.nhl.com/canadiens/fans/acfanflight>, and follow the instructions to enter, including completing and submitting the official Contest entry form to nominate someone they know who made a difference in its community, which nominee will have a chance to win the Prize (as defined below) offered as part of the Contest.

To the extent that an eligible participant attaches a photo or video to his entry form, he warrants that (i) he owns all rights to such photo or video or has obtained all necessary authorizations for the submission and use of any such photo or video in connection with the Contest and (ii) such photo or video does not infringe any third party right, including, without limitation, any copyright, trademark, privacy right, publicity right, personal or other proprietary right, intellectual property right or civil right. It is understood that any such photo or video may be used and published in any media or format (including the Internet) indefinitely and without geographic limitation, without compensation or notice, by the Contest Administrator and the Prize Supplier, directly or through media partners and advertising and promotional agencies, in connection with the Contest or similar contests in the future.

Although online access is required to enter the Contest, no purchase is necessary as many public libraries, Internet cafés, retail businesses and others offer free access to Internet. Each entry form having all Contest questions completed and all other required information adequately completed will be considered an eligible entry ("**Eligible Entry**").

Only one entry per eligible participant is permitted throughout the Contest Period.

### **3. Prize**

There is one (1) prize available to be won, which will be awarded to the eligible participant's nominee identified in the Eligible Entry selected by the jury (the "**Prize Winner**"); the Air Canada Fan Flight prize (the "**Prize**") consisting of:

- Four (4) Air Canada® Economy class round-trip tickets for the Prize Winner and three (3) travelling companions onboard a flight operated by Air Canada® (including flights operated by Air Canada Rouge® or under the Air Canada Express® banner) from Montreal Pierre Elliot Trudeau International Airport, Montreal, Quebec to Tampa International Airport, Tampa Bay, Florida. Specific seat selection will be at the sole discretion of Air Canada. Exact dates and times of flights will be determined by Air Canada, taking into account the date of the Montreal Canadiens away game described below. The Prize Winner and his travelling companions will be responsible among other things for ground transportation between their place of residence and Montreal Pierre Elliot Trudeau International Airport;
- Two (2) night's hotel accommodation in Tampa Bay, Florida at a hotel designated by Air Canada in its sole discretion (one (1) room based on quadruple occupancy); and
- Four (4) game tickets to the Montreal Canadiens away game at Amalie Arena in Tampa Bay, Florida vs the Tampa Bay Lightning on Saturday, March 2, 2024. Seat locations to be determined by the Prize Supplier in its sole discretion.

#### **Approximate retail value for the Prize is \$8,500 CAD.**

By entering the Contest, each eligible participant acknowledges and agrees that the Contest is in no way administered by Air Canada, or any of its subsidiaries and affiliates, and that the Contest Administrator is fully responsible for the conduct and administration of the Contest, it being understood, however, that Air Canada will participate in the selection of the Eligible Entry and thus of the Prize Winner.

The Prize must be accepted as awarded and is subject to all relevant terms and conditions applicable at the time of redemption, including Air Canada's general conditions of carriage publicly available at [www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html](http://www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html).

Prize Winner and his travelling companions are responsible for any and all costs, expenses and taxes not expressly described herein as part of the Prize, including, without limitation, applicable ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature, overnight layovers expenses, meals and beverages, service charges, in-flight meals and entertainment, costs incurred to and from the departure point as the Prize originate and terminate there, 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, customs and immigrations regulations and requirements. 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.

Prize Winner and his travelling companions understand and acknowledge 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.

®Air Canada and the Air Canada logo are registered trademarks of Air Canada, used by the Contest Administrator under licensed authorization.

By entering the Contest, each eligible participant further covenants and agrees to keep harmless and to release from liability the Contest Administrator, Air Canada, their respective 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 Prize (including its acceptance and use (or misuse)) and any related activity.

#### **4. Prize Selection**

Following the Contest Period, the Prize Winner will be selected from all Eligible Entries received during the Contest Period by a jury made of one (1) representative from the Prize Supplier and one (1) representative from the Contest Administrator, which will judge the answers to the Contest questions based on the following criteria: how compelling the eligible participant's answer is. Selection will be made on November 20, 2023, at 10:00 am (EST) at the Contest Administrator's offices located at 1275 Saint-Antoine Street West, Montreal, Quebec, H3C 5L2.

For clarity, the Prize will be awarded to the Prize Winner, not the eligible participant who submitted the Eligible Entry selected by the jury (the "**Selected Participant**"). When contacted by the Prize Supplier or the Contest Administrator, the Selected Participant will be responsible for providing the Prize Supplier or the Contest Administrator, as applicable, with the Prize Winner's telephone number and e-mail address.

#### **5. Claiming of Prize**

In order for a potential Prize Winner to be declared the winner of the Prize and claim the Prize, the Selected Participant must, within three (3) days following the selection of his Eligible Entry by the jury, be contacted by telephone or e-mail by the Prize Supplier or Contest Administrator or one of their agents or representatives and confirm the potential Prize Winner's attendance at a short interview during which he will be informed that he has been selected as the potential Prize Winner. The potential Prize Winner will then have twenty-four (24) hours following the aforementioned interview to confirm his acceptance of the Prize.

If the Selected Participant cannot be contacted within three (3) days following the selection of his Eligible Entry by the jury, and/or if the potential Prize Winner does not confirm his acceptance of the Prize within the twenty-four (24) hours delay mentioned above, another Eligible Entry will be selected by the jury as per Section 4 above.

Before the potential Prize Winner may be declared winner of the Prize and claim the Prize, the Selected Participant and the potential Prize Winner must comply with the following requirements and ensure that any travelling companion of the potential Prize Winner does the same:

- (i) Comply with all Contest's requirements and conditions applicable to him as set forth in these rules;
- (ii) Comply with all instructions contained in the Contest Administrator's or Prize Supplier's email notifying him that he has been selected by the jury or that he has won or will be entitled to take part to the Prize;
- (iii) Correctly answer a mathematical skill-testing question; and
- (iv) Sign the declaration and release form (the "**Declaration Form**") that will be emailed to him by the Contest Administrator or Prize Supplier and return said Declaration Form to the Contest Administrator or Prize Supplier, as applicable, within forty-eight (48) hours of its receipt. The Declaration Form will, among other things, state that (i) the Prize is accepted as awarded; (ii) the Prize Supplier and Contest Administrator have the right to publish the picture, name and city of residence of the signatory of the Declaration Form without compensation other than the Prize offered to the Prize Winner as part of the Contest; and (iii) the signatory of the Declaration Form releases and hold harmless from all liability the Contest Administrator, the Prize Supplier and their respective subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents with respect to, among other things, the acceptance of the Prize, the administration of the Contest and the selection of the Eligible Entry.

No correspondence will be undertaken except with the Selected Participant and the Prize Winner. Once the Prize Winner is declared winner of the Prize by the Prize Supplier and the Contest Administrator, the Prize Supplier will forward the Prize to the Prize Winner by email or send the Prize Winner a communication containing the details on how to redeem the Prize (i.e. reservation of the flights).

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

All entries submitted, and all information, documents and forms provided, by eligible participants must be complete and accurate. Contest Administrator and Prize Supplier will not be held responsible for any technological malfunctions, telephone or internet interruptions and/or any late, incomplete, or erroneously completed Prize claims or release and waiver forms.

Eligible participants acknowledge and agree that all Declaration Forms and entry forms submitted, as well as their content (including, without limitation, all photos and videos) become the property of the Prize Supplier and Contest Administrator upon submission and will not be returned to the eligible participants.

Prize Supplier and Contest Administrator reserve the right to use the contents of entry submissions provided by eligible participants, for editorial, advertising, marketing, and promotional purposes, without further compensation or notice, unless prohibited by law. Each eligible participant grants permission to the Contest Administrator and the Prize Supplier to use the contents of his entry submission including name and place 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 further permission.

All entries are subject to verification by the Prize Supplier or Contest Administrator 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.

By entering the Contest, eligible participants agree to the collection, use and disclosure of their personal information by the Contest Administrator and Prize Supplier, directly or through media partners and advertising and promotional agencies, for the purposes of administering the Contest, delivering the Prize and disclosing the Prize Winner. In addition, each eligible participant agrees to the disclosure, publication and use of his full name, place of residence, photograph, likeness, voice and statement, without compensation or notice, for publicity, marketing or informational purposes in any media or format (including the Internet), for an indefinite period of time and without geographic limitation, in connection with the Contest or similar contests in the future, and agrees to sign any documents relating to this undertaking or deemed necessary by the Contest Administrator or the Prize Supplier. Eligible participants waive all rights with respect to printed, broadcast and other forms of publicity.

By entering this Contest, eligible participants expressly consent that the Prize Supplier and the Contest Administrator, directly or through media partners, advertising and promotional agencies, collect, store, share and use the personal information submitted with their entry only for the purpose of administering the Contest, choosing the winner and awarding the prize, all in accordance with their respective Privacy Policy available here:

Privacy Policy of the Contest Administrator: <https://www.nhl.com/canadiens/team/privacy-policy>

Privacy Policy of the Prize Supplier: <https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html>

Eligible participants furthermore acknowledge that they have obtained the consent of any individual whose personal information was submitted with their entry for the collection, use and disclosure described above.

The Contest Administrator and Prize Supplier may disclose the personal information referred to in the preceding paragraphs to third parties in order to comply with applicable laws and regulations including provisions and authorities, government agencies, court orders, or other legal or fiscal reporting requirements, including without limitation for the purpose of issuing tax forms such as T4A and/or Relevé 1 forms. In all cases, the provisions of applicable federal or provincial laws regulating disclosure of personal information will take precedence.

Eligible participants agree to be bound by all decisions of the Contest Administrator and/or Prize Supplier regarding the Contest which shall be final and binding in all respects, subject to any decision by the *Régie des alcools, des courses et des jeux du Québec* for any question under its jurisdiction, when applicable.

Eligible participants agree that the Contest Administrator and the Prize Supplier are not liable for any incorrect or inaccurate transcription of entry information or for any error or malfunction of any kind in connection with the Contest. 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 Administrator and the Prize Supplier reserve the right, at their sole discretion, to, without 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 Administrator and the Prize Supplier determine, at their sole discretion, that any entry compromises the integrity of the Contest, the Contest Administrator

and the Prize Supplier reserve the right to disqualify the entry at issue or terminate the Contest in its entirety without any further obligations to eligible participants. The Contest Administrator and the Prize Supplier further reserve the right, at their sole discretion, to disqualify any individual from the Contest and to ban the individual from any future contest of the Contest Administrator or the Prize Supplier who it finds or believes to be tampering with the entry process or the operation of the Contest, to be acting in violation of the Contest rules and regulations or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

By entering this Contest, eligible participants and Prize Winner agree to release and hold harmless the Contest Administrator, the Prize Supplier, the National Hockey League and its Member Teams, NHL Enterprises Canada L.P. and the respective governors 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 (collectively the "**Released Parties**") from any liability, damages or causes of actions (however named or described) in connection with the Contest or resulting thereto, including, without limitation, in connection with the Contest's administration, the Prize awarded, its acceptance and its use (or misuse) and any other activities related to the Contest or the Released Parties.

By entering this Contest, each eligible participant understands that the Prize must be accepted as awarded and cannot be exchanged for cash or for any other prize, except at the sole discretion of the Prize Supplier or Contest Administrator. Eligible participants understand that the Prize Supplier and Contest Administrator have the right to substitute a prize of equal or greater value if the Prize cannot be awarded as described for any reason whatsoever.

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

The Contest is subject to federal, provincial, and local rules and regulations.

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.

The name of the Prize Winner may be obtain between Wednesday, December 20, 2023 and Thursday, January 20, 2024 by addressing a request to this effect, accompanied by a self-addressed envelope with sufficient postage to: Fan Flight Contest – Centre Bell, 1225 rue Saint-Antoine Ouest, Montréal, QC H3C 1B4.

The Contest is presented by the Contest Administrator and the Prize Supplier and is in no way sponsored or administered by the National Hockey League or NHL Enterprises Canada, L.P.