

1. OFFICIAL CONTEST RULES AND REGULATIONS.

(a) OVERVIEW

Sponsor: This “Discover Canada” Contest is sponsored by Parks Canada Agency (hereinafter referred to as “Parks Canada” or the “Sponsor”)

Prize Provider(s): Mountain Equipment Co-operative (“MEC”), Air Canada and the Sponsor, Parks Canada.

Start/End Dates: Contest starts at 12:00 p.m., noon, Eastern Time on February 20, 2019, and ends at 11:59 p.m. Eastern Time on September 30, 2019 (the “Contest Period”).

Prize(s):

- (i) **Grand Prize:** One (1) Grand Prize is available to be won and will be awarded after the Contest Period ends on September 30, 2019.

The Grand Prize consists of:

- One (1) round-trip ticket in Economy Class for air travel to Whitehorse, Yukon from closest major airport nearest winner’s residence in Canada serviced by Air Canada for each of four (4) persons (the grand prize winner and three (3) travel companions, at least one of whom must be an adult), courtesy of Air Canada;
- One (1) round-trip ticket in Economy Class for air travel to Dawson City, Yukon for each of four (4) persons (the grand prize winner and three (3) travel companions, at least one of whom must be an adult);
- For each of the Grand Prize winner and the winner’s three (3) travel companions, a seven (7) day, six (6) night trip to Canada’s North. It’s called “A gold rush experience in Canada’s North” that includes a guided tour of the S.S. Klondike National Historic Site, a guided walking tour of Dawson City (Dawson Historical Complex), admission to *Dawson City ESCAPE!*, a guided visit of Dredge No. 4, an exclusive behind the scenes tour of the deserted townsite of Bear Creek, and a host of activities in Kluane National Park and Reserve, where the Grand Prize winner and the winner’s travel companions will spend two (2) nights in an oTENTik [see Rule 1(f) below for details on what’s included in an oTENTik]. The additional four (4) nights will be spent in a hotel/motel or bed and breakfast location, selected by the Sponsor, in Whitehorse and Dawson City, all as part of the Grand Prize.
- Meals and car rental (including gas) within Yukon will be at the Grand Prize winner’s expense, and arranged for by the Grand Prize winner. A \$3,500 prepaid credit card will be given to the winner to help cover these expenses.
- While in the Yukon, the Grand Prize winner and his/her travel companions will, at their option, be treated to a guided tour of the S.S. Klondike, a guided walking tour of Dawson City, admission to *Dawson City ESCAPE!*, a guided visit of Dredge No. 4, an exclusive behind the scenes tour of Bear Creek, and a host of activities in Kluane National Park and Reserve.
- Accommodations, prepaid credit card and tours/experiences courtesy of Parks Canada.
- And there’s more. From MEC there’s a \$1,500 Mountain Equipment Co-operative gift card; over \$1,100.00 in Parks Canada merchandise specially selected (from available hoodies, t-shirts, caps, mugs, etc.) by Parks Canada; and a 2020 Parks Canada Discovery (Group) Pass.

Depending on where the Grand Prize winner resides, the total retail value of the Grand Prize (excluding taxes) is \$13,378.00.

The Grand Prize is valid for travel taken on the week of the winner's choice between May and September 2020 and completed prior to September 30, 2020 (blackout dates apply). Actual dates to be confirmed after the Grand Prize is awarded (before December 31, 2019). Each of the prepaid credit card and the MEC gift card is subject to the terms and conditions printed on or associated with the applicable card.

(b) ELIGIBILITY

Contest is open to all residents of Canada, who are over the age of majority in the province or territory in which they reside. The following persons are not eligible to enter the Contest or win a Prize: employees, officers, directors, or representatives of the Sponsor, Air Canada and MEC, and the parents, siblings and children of, and persons domiciled with, such individuals; anyone under the age of majority in the province or territory in which they reside; any of the Sponsor's, Air Canada's, or MEC's, agents, corporate parent, affiliated or related companies, subsidiaries, divisions, promotional and advertising agencies and administrators.

(c) HOW TO ENTER; NO PURCHASE NECESSARY

To participate in the Contest, eligible entrants must first visit the Sponsor's Contest Website, www.parkscanadacontest.ca/discovercanada/go. Be sure to read and fully comply with these Official Contest Rules and Regulations found on the Sponsor's Contest Website.

Included on the Sponsor's Contest Website will be a Contest Entry Form. Eligible entrants must fill out all required fields and correctly answer the skill-testing question found on the Contest Entry Form. Eligible entrants must click on the box stating that they have read and agree to comply with these Official Contest Rules and Regulations; and then enter the Contest by clicking the "Enter Contest" button.

No purchase necessary to be eligible to enter, participate or win.

An entrant is entitled to submit one (1) (but not more than one) entry to the Contest.

(d) PRIZES

One (1) Grand Prize is available to be won in this Contest. See above under Rule 1 (a) and below under Rule 1 (e) for more Prize details. If the travel companions selected by the Grand Prize winner are not adults, the Grand Prize winner must also provide evidence to the Sponsor, in content and form acceptable to the Sponsor, that the non-adult travel companions have proper authority from her/his/their parent/legal guardian to accompany the Grand Prize winner on the trip (See more travel terms and conditions under Rule 1 (f) below).

All prizes must be accepted as awarded. No substitution for any awarded Prize may be requested by Prize winners nor permitted by the Sponsor.

(e) PRIZE WINNERS

Grand Prize: By 10:30 a.m. Eastern Time on Tuesday October 1, 2019, the name of one (1) eligible entrant will be randomly drawn electronically and identified by the Sponsor as a possible Grand Prize winner. The Sponsor will then identify the possible Grand Prize entrant selected in this way and will send an email to the possible Grand Prize entrant at the entrant's email address supplied on the Contest Entry form.

One (1) Grand Prize winner will be drawn in this way. The chance of an entrant's name being drawn depends on the total number of eligible entries that qualify for the Grand Prize and that are received during the Contest Period.

If an entrant who is identified and contacted by the Sponsor as a possible winner of an Additional Prize or the Grand Prize fails to contact the Sponsor by email, as requested, within two (2) business days after receiving notification that his/her name was drawn by the Sponsor as a potential winner of that Prize, she/he will be disqualified and another eligible entrant/potential Prize winner will be selected. All selections of potential Prize winners will be based on these Official Contest Rules and

Regulations until such time as the Sponsor has made valid contact with an eligible selected entrant, or until there are no more eligible entries, whichever comes first.

The Sponsor will not be responsible for failed attempts to contact a selected entrant.

(f) TERMS AND CONDITIONS GOVERNING PRIZES AND DRAW

Details of Air Travel:

Prize Description:

Four (4) round-trip tickets in Economy Class valid for travel to Whitehorse, Yukon from the Sponsor-selected Canadian airport served by Air Canada that is closest to the winner's residence in Canada.

Four (4) round-trip tickets in Economy Class valid for travel to Dawson City, Yukon from Whitehorse, Yukon.

Approximate value of air travel tickets is \$5,515. Exact value of the air travel tickets (and of the overall Grand Prize) depends on point of outgoing departure, as well as time of travel.

Terms and Conditions of Air Travel Tickets:

- The flights valid for travel to Whitehorse, Yukon from the Sponsor-selected Canadian airport served by Air Canada that is closest to the winner's residence in Canada.
- Travel must be completed before **September 30, 2020**.
- Travel may be booked only by the Sponsor after consulting with the Grand Prize winner.
- Reservations are based on space availability at time of booking.
- Travel blackouts may apply.
- Prize does not include transportation to and from the selected airport and winner's residence.
- The Prize winner and his/her travel companions are responsible for:
 - Any and all costs not expressly described in these Official Contest Rules and Regulations including, without limitation, ground transportation, parking, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, any checked baggage fees in excess of \$250 in total for a party of four (4) persons, and costs incurred to and from the Departure point as the Grand Prize originates and terminates there.
 - Obtaining sufficient personal travel insurance prior to departure, if desired.
 - Obtaining and carrying all necessary travel documentation.
- All applicable fees (such as airport/departure taxes, security charges or third party fees, taxes or charges) are included.

Other Terms and Conditions:

The Grand Prize winner, or at least one of the Grand Prize winner's travel companions, must, at the time of renting a car in Yukon:

- be legally entitled to drive a rented car in Yukon as evidenced by an up-to-date, unexpired Canadian driver's license valid for a period that extends at least from May 1, 2020 until November 30, 2020; and
- possess (in the name of the Grand Prize winner or one of the Grand Prize winner's travel companions), and use for the purpose of renting the car, at least one major credit card that is in good standing at least from May 1, 2020 until November 30, 2020.

The Sponsor, Air Canada and MEC, shall not be responsible for any delay, postponement, suspension, seasonal or discontinued service, rescheduling or cancellation, for any reason, of any flight(s). Neither the Grand Prize winner nor any of his/her travel companions will be compensated in the event of such delay, cancellation, suspension, and discontinuance or rescheduling.

Subject to all other Official Contest Rules and Regulations governing this Contest, the Grand Prize winner, if resident in Yukon, must agree to make his/her own travel arrangements, at his/her personal expense, for the Grand Prize winner and travel companions to travel to a Canadian airport served by Air Canada closest to the Grand Prize winner's residence in Yukon in order to fly to Whitehorse, Yukon.

Sponsor reserves the right to substitute for any Additional Prize an alternate prize of equal or greater dollar value.

Details of How the oTENTik is Equipped:

The oTENTik Prize component won by the Grand Prize winner does not come equipped with bedding, towels, pillows, blankets, sleeping bags, cutlery, kettle, cooking ware, or camp stove (except a BBQ that is provided). Any MEC camping equipment purchased for use at the oTENTik campsite by these winners using the MEC gift card, or the prepaid credit card, or otherwise purchased for this purpose by the winners, may be shipped upon the winner's request to the campsite and returned to the Prize winner's Canadian residence at Sponsor's expense. If a winner prefers to bring his/her own bedding and camping equipment for this purpose, the Sponsor will pay the cost of shipping (up to a maximum total of \$100 for the Grand Prize winner, including three (3) travel companions) from the winner's Canadian residence to the campsite, and return.

(g) DISQUALIFICATION

The Sponsor, in its sole discretion, may disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any website mechanism, or who acts in a disruptive manner, or violates these Official Contest Rules and Regulations. For any attempt by an entrant to damage or undermine the legitimate operation of the Contest, the Sponsor reserves the right to disqualify such entrant and seek remedies and damages (including legal fees) from any such participant to the fullest extent permitted by law. Sponsor's failure to enforce any terms of these Official Contest Rules and Regulations shall not constitute a waiver of that provision.

(h) LIMITATION OF LIABILITY

The Sponsor, Air Canada and MEC are excluded from all liability for any personal injury, loss, or damage of whatever kind (including loss of data) caused directly or indirectly, in whole or in part, from downloading any material from the Sponsor's Contest Website, whether or not the material was prepared by the Sponsor or a third-party, and whether or not the material is connected to the Sponsor's website by a hypertext link. The Sponsor, Air Canada and MEC take no responsibility for the content of third-party websites which may be linked to the Sponsor's Contest Website by a hypertext link. The Sponsor reserves the right to cancel, suspend or modify the Contest if fraud, technical failures, or any other factor beyond the Sponsor's reasonable control impairs the administration or integrity of the Contest, as determined by the Sponsor in its sole discretion. In the event of such impairment, the Sponsor may choose alternate potential winners from all eligible entries received as of the time of impairment.

(i) GENERAL

- By entering and participating in the Contest, each entrant agrees to abide by these Official Contest Rules and Regulations and to release and hold harmless the Sponsor, Air Canada, MEC, and its/their affiliates, directors, officers, employees and agents from any liability for damage, injury, death, loss, cancellation or other liability arising from the entrant's acceptance or use of a Prize or substituted Prize or having participated in this Contest including, without limitation, claims based on publicity rights, defamation, or invasion of privacy, or from the misuse or malfunction of such Prize or substitute Prize. The Sponsor, Air Canada, MEC and its/their affiliates, directors, officers, employees and agents assume no liability for losses incurred as a result of a cancellation of the Contest or for any reason whatsoever or through the acts or defaults of any company or person providing a Prize or for events occurring after the award of a Prize. All such losses or expenses will be borne by each individual Prize winner. The Contest is subject to all applicable federal, provincial, and local laws and may be void where prohibited by the law of the entrant's place of residence. Decisions of the Sponsor regarding all aspects of the Contest are final.

- MEC is a trademark of Mountain Equipment Co-operative.
- Air Canada and MEC are not responsible for the administration of this Contest.

(j) SKILL-TESTING QUESTION: WINNER'S DECLARATION AND RELEASE

Before being confirmed and declared an actual Prize winner, each selected entrant must have answered correctly, without assistance, the mathematical, skill-testing question found on the Contest Entry Form (see Contest Rule 1 (c) above).

The selected entrant for the Grand Prize, Grand Prize winner's travel companions (and, if applicable, the parent/legal guardian of each such under-age travel companion), and all other selected entrants for the Additional Prizes, will be required to sign the Sponsor's Declaration and Release Form (the "Release Form") confirming their compliance with these Official Contest Rules and Regulations, acceptance of the Prize as-awarded, and releasing the Sponsor, Air Canada, MEC, its/their affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest and the Prize as-awarded. The completed Release Form(s) must be returned to the Sponsor within the time period specified on the Release Form(s) or the Prize will be forfeited. Prizes will be delivered (or communicated) to the successful Prize winners within twenty-four (24) hours of Sponsor's confirmation that; (i) the selected entrant is eligible to be awarded the Prize in question; (ii) the selected entrant has correctly answered the skill-testing question [see Rules 1(c) above and this 1 (j)]; and (iii) the Sponsor has received the fully-completed Release Form(s) executed by the selected entrant, travel companions (where applicable), and the parent/legal guardian of the Prize winner's travel companions (where applicable).

(k) WINNER'S CONSENT

No communication will be entered into except with selected entrants. By entering and participating in the Contest, the Grand Prize winner, and (where applicable) the travel companions of the Prize winner, consent to the use of: her/his/their name; address (city and province or territory); comments attributable to him/her/them pertaining to the Contest, a Prize or Prizes, and/or the Sponsor; photographs/videos of the Prize winners and, where applicable, the travel companions of any Prize winner. No remuneration in connection with any publicity relating to the Contest, carried out by or on behalf of the Sponsor, Air Canada and/or MEC, in any manner whatsoever including, without limitation, print, broadcast, the internet and social media is offered to or required by any entrant or Prize winner.

(l) ENTRIES

The Sponsor, Air Canada and MEC do not assume any responsibility and are not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with these Official Contest Rules and Regulations; (ii) any loss, or damages caused by an awarded Prize or the Contest itself; or (iii) any failure of the Sponsor's Contest Website during the Contest Period, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or community lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material connected to the Contest. Entry material/data that has been tempered with or altered is void.

(m) INTERPRETING THESE RULES

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Contest Rules and Regulations, or the respective rights and obligations of the prize claimants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with (i) the laws of the Province of Québec and the laws of Canada applicable therein with respect to the residents of the Province of Québec, and (ii) the laws of the Province of Ontario and the laws of Canada applicable therein with respect to residents of the other Canadian provinces and territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such

an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The contest is subject to all applicable federal, provincial and municipal laws.

(n) SUSPENDING/CANCELLING/AMENDING THE CONTEST

The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate or suspend the Contest or to amend these Official Contest Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed, as originally planned (for example, as a result of tampering or infection by a computer virus) the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to cancel the Contest.

(o) LITIGATION RESPECTING THE CONTEST

Any litigation by residents of the Province of Québec 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 such litigation respecting the awarding of a Prize to any resident of the Province of Québec may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

(p) PRIVACY

The Sponsor respects every entrant's right to privacy. By entering this Contest, each entrant is deemed to automatically have provided his/her consent that personal information collected from entrants will only be used by the Sponsor to administer the Contest and in order to provide the entrant with information regarding upcoming promotions and/or events involving the Sponsor, or as otherwise provided in these Official Contest Rules and Regulations. Any conflict or discrepancy between the foregoing provisions of this Rule 1(p) and any applicable laws or regulations of Canada, or the provinces or territories of Canada, with respect to privacy, shall be resolved in favour of such applicable laws or regulations.