Air Canada Fan Flight Playoffs 2020 X Vancouver Canucks Contest (the "Contest")

RULES AND REGULATIONS

THIS CONTEST IS BROUGHT TO YOU BY VANCOUVER CANUCKS LIMITED PARTNERSHIP ("VCLP"). NO PURCHASE IS NECESSARY TO ENTER OR WIN. CONTEST IS VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. SEE ELIGIBILITY SECTION BELOW FOR FURTHER DETAILS. TO PARTICIPATE IN THE CONTEST YOU MUST READ AND AGREE TO THESE RULES AND REGULATIONS. PARTICIPATION IN THE CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE RULES AND REGULATIONS, AS THE SAME MAY BE AMENDED BY VCLP FROM TIME TO TIME IN ITS SOLE DISCRETION UPON NOTICE (POSTING AMENDED RULES AND REGULATIONS SHALL BE DEEMED TO BE SUFFICIENT NOTICE). ALL DOLLAR AMOUNTS ARE IN CANADIAN DOLLARS (\$CDN) UNLESS OTHERWISE NOTED.

(1) CONTEST PERIOD:

The Contest will begin at 12:00 PM (Pacific Time) on August 12, 2020 and end at the conclusion of the last Vancouver Canucks playoff game during the NHL's 2020 Return to Play (the "Contest Period"), whether that be in Round 1, Round 2, Round 3 or Round 4 of the 2020 Stanley Cup® Playoffs.

(2) ELIGIBILITY:

In order to be eligible to win a prize, you must be a resident of the Province of British Columbia, at least 19 years of age, and must not be (and no member of your immediate family shall be) an employee of: VCLP or any of its affiliates which collectively with VCLP operate as Canucks Sports & Entertainment (hereinafter "CSE"); Air Canada, the prize supplier for the Contest (the "Prize Supplier" or "Air Canada"); the National Hockey League ("NHL"), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the "NHL Entities"); or any affiliate of the foregoing. For the purposes of these Rules and Regulations, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether by blood, marriage or adoption and whether or not they reside in the same household.

VCLP 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 VCLP for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. VCLP reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

(3) HOW TO ENTER:

No Purchase Necessary. To enter the Contest, please follow these steps:

- 1. Using a web browser, go to www.canucks.com/ACfanflight.
- 2. Complete and submit the official Contest entry form, including by nominating someone you think has had a positive impact on their local British Columbia community during COVID-19. Note: Your nominee must meet the eligibility requirements described above.

There is a limit of one entry per person during the Contest Period. Potential winners may be required to provide VCLP with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

(4) PRIZE:

There will be one (1) prize available to be won, consisting of the following:

- two (2) tickets to a Vancouver Canucks regular season away game during either the 2020-21 season or the 2021-22 NHL season, as selected by Air Canada and VCLP in their sole discretion:
- two (2) Economy class round-trip tickets for the prize winner and one (1) guest onboard any flight operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada Rouge) from the major Canadian airport served by Air Canada closest to the winner's place of residence OR Vancouver International Airport to the city where the selected NHL game will be played. Specific seat selection is in the sole discretion of Air Canada. Exact dates and times of flights will be determined by the Air Canada; and
- a two-night stay in a 3-star hotel or higher at a hotel in the city where the selected NHL game will be played, as designated by Air Canada in its sole discretion (one (1) room based on double occupancy).

Prize delivery timing will be determined by the Prize Supplier and VCLP in their sole discretion based on the Vancouver Canucks schedule and flight availability, all subject to applicable governmental and public safety requirements and recommendations.

The prize winner and his/her guest understand and acknowledge the risks related to the spread of infectious or contagious diseases and that it remains their responsibility to respect applicable governmental and public safety requirements and recommendations and take the necessary precautions applicable to any health hazards, including but not limited to COVID-19. The prize winner and his/her guest also understand it is their responsibility to verify if their travel insurance policy covers incidents related to COVID-19.

The prize winner and his/her guest acknowledge that they are aware of Air Canada's <u>CleanCare+</u> <u>Program</u> and the mandatory health and safety measures, including but not limited to pre-flight

customer temperature checks, mandatory protective face coverings, and health screening questions. For more information please visit the Air Canada webpage for COVID-19 Updates.

The approximate retail value of the prize is \$4,000 (exact value of the prize depends on point of departure and destination as well as time of travel). The prize winner and his/her guest, are responsible for: any and all fuel, insurance, surcharges, taxes, fees and other applicable charges with a credit card at time of booking; any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment; any and all costs incurred to and from the departure point as the prize originates and terminates there; and any and all costs associated with obtaining sufficient personal travel insurance prior to departure, if desired, and obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. The use of upgrade certificates is not permitted for flights. Use of the airfare tickets are subject to the Air Canada's general conditions of carriage publicly available at www.aircanada.com.

The prize winner and his/her guest must travel on the dates and at the times designated by the Prize Supplier or the prize will be forfeited and may be awarded to an alternate eligible entrant at VCLP's sole discretion. The prize winner and his/her guest must participate in all aspects of the prize together (i.e. the prize winner cannot have different guest(s) for different aspects of the prize). All travel arrangements, accommodation, scheduled events and other aspects of the prize itinerary will be arranged by the Prize Supplier in its sole and absolute discretion. Once the travel itinerary has been finalized between the prize winner and the Prize Supplier, no changes can be made unless initiated or approved by the Prize Supplier.

Flights in connection with the prize do not qualify for Aeroplan® Mile accumulation or any other loyalty points of any kind.

All prizes will be awarded and are provided "AS IS" without warranty of any kind, express or implied and may not be sold, substituted, transferred, exchanged and/or convertible to cash.

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 VCLP is fully responsible for the conduct and administration of the Contest, including the selection of winners.

(5) WINNER SELECTION:

On or around the end of the Contest Period, the prize winner will be selected by a VCLP panel who will review and judge submissions from all eligible entrants based on the following evaluation criteria: the content of the submission, including the ability to demonstrate/showcase how the entrant's nominee has had a positive impact on their local British Columbia community during COVID-19.

Odds of winning a prize depend on the number of entrants who participate in the Contest and whether the VCLP panel selects your entry based on the criteria above.

A selected entrant must confirm that his/her nominee is available to participate in the prize. Further, the entrant and his/her nominee must agree to sign and return VCLP's standard Declaration and Release Form.

If any selected entrant does not meet all of the Contest conditions, or does not reply within five (5) days of the initial documented contact attempt by VCLP, that entrant will be disqualified and VCLP shall be entitled to select a new entrant from amongst the remaining eligible entries in accordance with these Rules and Regulations.

Once a potential winner is determined, the winning entrant will be directed as to how to claim their prize.

(6) GENERAL RULES:

This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. All incidental costs and expenses not specifically referred to herein, including (without limitation) taxes, shall be the sole responsibility of the prize winner. All trademarks are the property of the respective owners. ®Air Canada and the Air Canada logo are registered trademarks of Air Canada, used by VCLP under licensed authorization.

To the maximum extent permitted by applicable law, by entering the Contest, you agree to release and hold harmless CSE, VCLP, Air Canada, the NHL Entities and the respective governors, subsidiaries, affiliates, agents, directors, officers, employees and representatives of each of the foregoing (collectively, the "Released Parties") from and against any and all liability, damages, claims, costs and expenses, including reasonable attorneys' fees, or causes of action (however named or described) with respect to or arising out of: (i) your participation in the Contest, (ii) the receipt or use of the prize(s) awarded therein, or (iii) the administration of the Contest and the distribution of the prize(s) awarded therein.

Prizes must be accepted as awarded and cannot be exchanged for cash or otherwise. Prizes are non-negotiable, non-transferable and non-refundable.

VCLP reserves the right to substitute prizes of equal or greater value and/or to terminate, modify or withdraw this Contest, in whole or in part, at any time, without prior notice for any reason, including, but not limited to, viruses, bugs, tampering or other causes beyond VCLP's control which affect the administration, security, fairness or proper play of the Contest. In the event a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

VCLP shall have the right to make all determinations relating to the Contest in its sole discretion. Subject to the foregoing, any controversy or dispute arising out of the conduct of this Contest shall be resolved exclusively in the courts of the Province of British Columbia applying the laws of the Province of British Columbia (and federal laws of Canada applicable therein), to which exclusive jurisdiction and law the entrants agree to submit as evidenced by their participation in the Contest.

(7) USE OF CONTEST INFORMATION:

By entering the Contest, you:

- Consent to the collection by VCLP of all Contest information, including your personal information obtained through the Contest, for the purposes of running the Contest, contacting you with offers which may be of interest to you (provided you have opted in on the Contest website) and for such other purposes as described in VCLP's privacy policy, which may be viewed at www.canucks.com.
- Acknowledge that VCLP may disclose your personal information to the Prize Supplier and its authorized agents for the purposes of awarding the prize.
- Authorize and grant any of the Released Parties the right to use, reproduce and distribute
 your name, address (city/town only), any content submitted in connection with your
 submission, and, if photographs are taken, your images and likenesses in connection with
 the Contest or for general promotional purposes, without further compensation or
 notification, to the extent permitted by law.
- Warrant that any content submitted in connection with the Contest will not violate, infringe, or misappropriate any intellectual property or other proprietary right of any third party.

(8) LIMITATIONS OF LIABILITY:

To the maximum extent permitted by applicable law, the Released Parties are not responsible, whether as a result of human error or otherwise, for any failure to contact any potential winners, nor for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to or alteration of entries, or any injury, damages, claims, costs, and expenses arising in connection with any prize or from participation in the Contest.

(9) NHL DISCLAIMER

This Contest is operated by VCLP and is in no way sponsored or administered by the National Hockey League or NHL Enterprises Canada, L.P.