

CAA NORTH & EAST ONTARIO SAIL AWAY WITH CAA CONTEST

Official Rules & Regulations

No purchase necessary to enter or win.

The CAA North & East Ontario, 'Swap Your Winter Boots for Bathing Suits' (the "Contest") is conducted by CAA North & East Ontario (the "Sponsor").

CONTEST PERIOD

The Contest begins at 12:00:01a.m. Eastern Time ("ET") on December 15, 2015 and closes at 11:59:59 p.m. ET on January 31, 2016 (the "Contest Period").

ELIGIBILITY

In order to enter the Contest, you must (i) be a resident of Ontario, (ii) have reached the age of eighteen (18) years of age or older at the time of the draw. Entrants are not eligible to participate in the Contest if they are: a) Employees or Directors of: (i) the Sponsor, (ii) any agents, affiliates, subsidiaries, related companies, advertising or promotional agencies. b) a member of the household and/or immediate family of any of the above parties. For the purpose of these Contest rules, "immediate family" means husband, wife, spouse or same-sex partners, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household. c) unable to provide within 3 business days of notification of potential Prize sufficient travel documents proving their legal and physical capability to travel via aircraft, or to travel to and utilize the accommodation facility. The Sponsor 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 within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage provide and/or contain untruthful, incomplete, inaccurate or misleading personal details and/or information. All decisions regarding eligibility to enter this Contest will be determined by the Sponsor in its sole discretion. Quebec residents who hold memberships in CAA North & East Ontario are not eligible to enter the Contest.

PRIZE

Return airfare in economy to Puerto Plata in accordance with the Transat Holidays flight program. Roundtrip transfer between the airport and the hotel. All Inclusive accommodations in a Hotel Room at the Cofresi Palm Beach & Spa Resort, 4* resort in Puerto Plata, Dominican Republic. Hotel taxes and services charges. All Inclusive hotel services as per description in the Transat Holidays Winter Sun 2015-2016 brochure. Terms & Conditions Apply*

Note: The odds of winning the Prize will depend on the total number of eligible entries received during the Contest Period. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. In the event that the Prize consists of or includes attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute Prize or cash equivalent will not be provided.

Prize Substitution

The Prize is non-exchangeable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions.

Prize Delivery

The Winner may claim his/her Prize at a previously agreed upon CAA North & East Ontario Store location or via the CAA Travel Services Call Center that is convenient for pickup after he/she has been successfully contacted and notified of his/her Prize, has complied with the Contest Rules and has signed and returned the Contest Release (described below), including answering the skill-testing question if required.

HOW TO ENTER

Online: Visit the contest entry page at caaneo.ca/sun and complete the short questionnaire and contact information. Only one (1) entry per person will be included in the draw. Any attempt by a person to submit more than one (1) entry by using multiple or different identities or through any other methods shall void all of such person's entries and such person shall be disqualified from the applicable contest. No mechanically or electronically reproduced entries will be accepted. Entries become the property of Sponsor. No acknowledgement of receipt will be sent. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way. Entry into this Contest constitutes acceptance of these rules (the "Contest Rules").

By Mail: To receive a contest entry without purchase by mail, please write, by hand, on a plain piece of 8 ½ x 11 paper: your name, address and daytime telephone number. Mail-in entries must be sent in a postage-paid envelope to: CAA North & East Ontario Sail Away with CAA Contest C/O Tessa Marson 2151 Thurston Drive Ottawa, ON K1G 6C9 Mail-in entries cannot be mechanically reproduced. A mail-in entry will count as one (1) contest entry. CAA North & East Ontario is not responsible for lost or stolen mail-in entries. CAA North & East Ontario is not responsible to reimburse the postage. To be eligible, mail-in entries must be received no later than the Contest Closing Date of January 31, 2015.

SELECTION OF WINNER

On the following work day, in Ottawa, Ontario, Canada at approximately 11:30 a.m. ET on February 2, 2016, the name of the potential winner (“Potential Winner”) will be selected by a random draw from all eligible entrants received during the Contest Period.

AWARDING of PRIZE

The Potential Winner will be notified by email or telephone within five (5) business days (Monday – Friday) after their name has been selected (“Prize Notification”). In order to be declared the winner (“Winner”) of the Prize, the Potential Winner must, within five (5) business days (Monday – Friday) from the date of the Prize Notification, (i) correctly answer, unaided, the mathematical skill-testing question and provide the answer to the Sponsor, and (ii) complete, sign and return the Release Form to the Sponsor. The Potential Winner will be forfeited if: (1) the Prize Notification is unanswered; (2) the Release is not returned or is returned unsigned; (3) the skill-testing question is incorrectly answered; (4) the Release and the answer to the skill-testing question are not received by Sponsor within the 5 business day (Monday – Friday) time limit; or (5) the Winner has not responded to the Prize Notification within five (5) business days (Monday – Friday). If the Prize is forfeited by the Potential Winner, Sponsor will select another Potential Winner by random draw from among the remaining eligible entries and so on until the Prize is awarded. In the Release form, the Potential Winner will be required to: (i) Confirm eligibility for the Contest and compliance with the Contest Rules; (ii) Agree to accept the Prize as offered; (iii) Grant to Sponsor the unrestricted right, in the Sponsor’s sole discretion, to publish without any further compensation the name, picture, portrait, likeness, and otherwise use or re-use the entrant's city/province of residence, statements, endorsements, biography, name, voice, photograph and likeness for advertising and/or publicity of the Winner for advertising and promotional purposes. (iv) release the Sponsor, its parent company, subsidiaries, affiliates, and their employees, directors, officers, suppliers and agents from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity, or the acceptance, use, or misuse of the Prize (including without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom); Sponsor is not responsible for the failure, for any reason, of an eligible winner to receive notification or for Sponsor’s failure to receive the response of an eligible winner.

MISCELLANEOUS CONDITIONS

By participating, each Entrant agrees: (1) that they have read and understood these Contest Rules and are bound by them, (2) that they are bound by any decision of Sponsor or its agents regarding the awarding of the Prize, (3) to accept the Prizes won in the form in which they are awarded, and (4) the acceptance of the Prizes is subject to the terms outlined in these Contest Rules, and (5) that they have signed up to receive the CAA NEO Travel eNewsletter.

LIMITATION OF LIABILITY

The Sponsor is not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Release; for lost,

interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites or other connection, related to the Contest and/or the Contest Website; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, e-mail, players, or browsers on account of technical problems or traffic congestion on the Internet, the Contest Website, any related website, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer, or any other person's computer related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsor's control. By accepting the Prize the Winner acknowledges that Sponsor is not responsible nor liable for any damages arising from the performance or lack thereof of third parties and their capacity to deliver and/or execution of the Prizes. Winner accepts that International Travel is an activity that inevitable bears some risk of injury, death or dismemberment and acknowledges that Sponsor bears no liability nor responsibility for any such loss. 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, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

DISQUALIFICATION

The Sponsor reserves the right, in its sole discretion, to disqualify any entrant who is found to be tampering with the entry process or with the operation and administration of the Contest; acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or in violation of the Contest Rules. The Sponsor reserves the right to seek damages and other remedies from any such entrant to the fullest extent permitted by law, including but not limited to criminal prosecution.

USE OF PERSONAL INFORMATION

By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her personal information by the Sponsor for the purpose of administering the Contest, awarding the Prize and announcing the Winners as well as for promotional, advertising and publicity purposes by the Sponsor in any media relating to the Contest. Any collection, use, or disclosure by the Sponsor of the Entrant's personal information will be in accordance with Sponsor's Privacy Policy which can be found at: www.caaneo.ca

INTELLECTUAL PROPERTY

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by the Sponsor, and/or by their affiliates, as the case may be. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

GOVERNING LAW

The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

* Transat Holidays Terms & Conditions

1. Winners must make their request for travel through their CAA North and Eastern Ontario Travel Agent to Transat Holidays, at least six weeks prior to the anticipated date of departure, failing which Transat Holidays will not accept the reservation and the prize will be deemed void.
2. The winner and his/her travel companion must travel together both ways.
3. The winner and his/her travel companion must have the legal right to leave Canada and to return to Canada and must have the legal right to enter and leave the destination country to which they are bound. They are fully responsible for obtaining, at their own expenses, all documentation necessary for the trip as required by the authorities concerned, including, but not limited to, visas, passports, vaccinations and certificates. These shall be obtained before departure. The winner and his/her travel companion shall comply with the contest validity dates and accept the alternatives proposed by Transat Holidays, if this proves necessary. No extension of stay will be permitted. Transat Holidays reserves the right to offer a comparable price if a program is cancelled in the case of force majeure or in the case of any other irresistible and unforeseeable circumstances.
4. All of the personal expenses of the winner and his/her travel companion are their sole responsibility. The winner and his/her travel companion are responsible for their own transportation upon departure and arrival at the international airport of departure, as determined by Transat Holidays. Transat Holidays shall assume no responsibility of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the packages or of any other transportation which is part of the price for any reasons whatsoever, including, but not limited to, weather conditions, equipment breakdown or failure.

TERMS AND CONDITIONS (continued)

5. Travel must be booked by August 30th, 2016 and traveled between February 1, 2016 and October 31, 2016. Blackout dates will apply as follows:
 - Spring Break and Easter (February 20 to March 28, 2016)
 - Construction Holiday (July 22 to August 7, 2016)

6. Air travel to destination where the hotel is located will be exclusively on flights sold by Transat Holidays.
7. Reservation is subject to availability of both Transat Holidays and/or the hotel at time of reservation.
8. Taxes, airport fees, custom duties, entry fees, tourist cards, surcharges, insurance charges, personal expenses and travel documentation are not included in the prize.
9. Transat Holidays strongly recommends that travel insurance be purchased at time of reservation as a measure of added protection.
10. All travel documentation that may be required (visa, passports, etc.) are the winner's and his/her travel companion's responsibility and must be obtained prior to departure.
11. The prize offered must be accepted as offered and is not exchangeable, refundable, transferable or convertible into cash.
12. The winner and his/her travel companion shall respect the validity dates of the promotion and will be subject to the terms and conditions contained in the Transat Holidays, Winter Sun 2015-2016 brochure.

Please contact your CAA North and Eastern Ontario Travel Agent to make the reservation.

Transat Holidays and Cofresi Hotels wish you a wonderful trip!