

# Rules and Regulations

## Scratch 'n Win with WestJet's Fun 'n Festival Series Contest

### CONTEST RULES

1. The WestJet "Scratch 'n Win with WestJet's Fun 'n Festival Series" Contest (the "Contest") is being conducted by WestJet, an Alberta partnership (the "Sponsor") and commences at 12:00 AM (MST) on April 4, 2008 and continues until 12:00 PM (MST) on October 19, 2008 or while supplies last (the "Promotion Period"). Scratch 'n Win Cards ("Cards") will only be available on festivals sponsored by WestJet during the Promotion Period.
2. **ELIGIBILITY:** To enter and be eligible to win, a person must be a resident of Canada who has reached the age of majority in the jurisdiction in which he/she resides and who is not an employee (or a person with whom an employee is domiciled) of the Sponsor, its affiliated companies or agents, advertising or promotional agencies.
3. **HOW TO ENTER:** During the Promotion Period, the Sponsor will be distributing Cards to individuals who visit the WestJet Fun 'n Festival Zone during various 2008 WestJet Fun 'n Festival Series events across Canada (excluding the province of Québec), including but not limited to Juno Awards in Calgary, Okanagan Wine Festivals, Calgary Stampede, Just for Laughs in Toronto, Winnipeg Folklorama, Halifax International Buskers Festival, Global ComedyFest in Vancouver, Festival of Lights in Charlottetown, Thunder Bay Blues Festival, SunFest in London, Buskers on the Boardwalk in Saint John, Nautical Days in Comox, Symphony Splash in Victoria, Royal St. John's Regatta, Abbotsford Air Show and West of the Rockies Pro Rodeo in Prince George. Participants ("Entrants") who receive the Cards must scratch the box indicated to reveal one of the prizes below (the "Prizes"). To claim a Prize, Entrants must refer to the instructions below. Limit one Card per person per day the Cards are available.
4. **NO PURCHASE NECESSARY.** The WestJet Fun 'n Festival Zone is free of charge and will be located on site throughout various 2008 WestJet Fun 'n Festival Series events across the country. No purchase is necessary to enter the Contest or to win a Prize.
5. **PRIZE DESCRIPTION:** There are approximately 150,600 Prizes available to be won, as follows:

#### Grand Prizes

Six hundred (600) Grand Prizes consisting of a last minute return flight for one (1) person from the Canadian airport that WestJet services which is closest to the winner's place of residence to any airport that WestJet services. Taxes, fees and surcharges are not included, and must be paid for by the winner at the time of booking the flights with a valid credit card. Grand Prizes cannot be booked more than 14 days prior to departure and seats are subject to availability. The maximum value of each Grand Prize is \$800.00 CDN. To redeem a Grand Prize, an e-mail including the promotional code and offer number located on the Card must be sent by the Card-holder to the email address indicated on the Card by November 15, 2008.

#### \$100 and \$50 Flight Credit Prizes

Fifty thousand (50,000) \$100 Flight Credit Prizes are available to be won, to be used towards return travel on WestJet scheduled flights.

One hundred thousand (100,000) \$50 Flight Credit Prizes are available to be won, to be used towards return travel on WestJet scheduled flights.

To redeem a Flight Credit Prize, the promotional code and offer number located on the Card are required at the time of booking.

6. **PRIZE RESTRICTIONS:** All above Prizes are valid towards new bookings only, made after the winner receives the Prize for return travel until December 12, 2008 subject to availability. Prizes are not valid for any flights departing after such date and extensions to the expiry date are not permitted. Peak dates such as statutory holidays, long weekends and airline blackout periods are not available for all Prizes. 2008 Blackout periods include, but not limited to: May 15 - 20, June 26 - July 2, August 1 - 5, August 28 - September 2, October 9 - 14 and November 6 - 12. All Prizes are transferable (prior to booking), subject to any applicable transfer fee.

Grand Prizes cannot be booked more than 14 days prior to departure and seats are subject to availability and promotional space. All Prize Winners are responsible for transportation to and from the gateway airport and all other expenses not stated as included herein. Changes to flights and or passenger names are not accepted, once bookings have been confirmed.

Flight Credit Prizes must be applied towards purchases of return WestJet scheduled flights on regular published fares, excluding seat sales. Flight Credit Prizes can only be used once and cannot be used towards any flights involving stand-by, non-revenue, FAM or TA fares, group or specialty sales bookings, promotional fares or any flights booked through WestJet Vacations, WestJet's interline or charter partners, or AIR MILES redemption.

All Prizes must be taken as offered and cannot be sold or traded, substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize with a prize of equal or greater value. No credit or reimbursement will be provided if a Prize is not taken. Prizes cannot be combined with any other promotional offer or offers provided by the Sponsor.

Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. The Sponsor is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and winner will not be compensated in the event of such delay, cancellation or other event described herein. Other restrictions may apply.

7. **ODDS OF WINNING:** At the outset of the Promotion Period: the overall approximate odds of winning a Grand Prize are one (1) in 150,600; the overall approximate odds of winning a \$100 Flight Credit Prize are one (1) in 150,000; and the overall approximate odds of winning a \$50 Flight Credit Prize are one (1) in 100,000. Limit 6 prizes per person/household during the Promotion Period. The number of Prizes available to be won in the Contest will decrease during the Promotion Period as they are awarded or otherwise dealt with in accordance with these Rules.

**HOW TO CLAIM A PRIZE:** Entrants with winning Grand Prize Cards must send an email including the promotional code and offer number listed on the Card to [fnf@westjet.com](mailto:fnf@westjet.com) by November 15, 2008. Those Entrants must correctly answer a mathematical skill-testing question without electronic, mechanical or any other kind of assistance. The skill testing question will be administered at such time and in such manner as the Sponsor determines in its sole discretion. They must then complete and sign a Declaration and Release Form confirming compliance with the Rules, acceptance of the Prize as awarded, without substitution, and releasing the Sponsor, its affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees")

from any liability in connection with the Prize or this Contest. Such Declaration and Release Form must be signed and returned within 14 business days of notification, failing which the Prize will not be awarded.

Entrants with winning Flight Credit Prize Cards must call 1(866) 372-1966, provide the promotional code and offer number listed on the Card and correctly answer a mathematical skill-testing question without electronic, mechanical or any other kind of assistance.

## GENERAL

8. By entering this Contest, Entrants agree to be bound by these Contest rules (the "Rules"), which are subject to change without notice, and all decisions of the Sponsor which are final. By entering, Entrants grant the Sponsor and its affiliates the right, but not the obligation, to use their photograph, filmed or recorded image, name and city of residence in all publicity campaigns related to the Contest without further notice or compensation.
9. All Cards are subject to verification and are automatically void if not obtained through legitimate channels, or if altered, forged, defaced, mutilated, tampered with or irregular in any way. Liability for any irregular Card is limited to replacement of the Card. Awarding of any Prize is subject to validation and eligibility verification. If due to printing or other error, more Prizes are claimed than intended to be awarded according to these Contest Rules, this Contest will be terminated and a random draw will be held from amongst all eligible prize claimants to award the remaining number of advertised Prizes. In no event will the Sponsor be liable for more than the stated number of prizes in these Rules.
10. The eligibility of all potential Prize winners is subject to verification by the Sponsor. The winners will be determined by the Sponsor, whose decisions are final in respect of any matter relating to this Contest and the awarding of the Prizes. No correspondence will be entered into except with the winners. The Contest is subject to all applicable Federal, Provincial and Municipal laws and regulations.
11. The Sponsor i) makes no warranty, guaranty or representation of any kind concerning the Prizes, ii) except where prohibited by law, disclaims any implied warranty, and iii) is not liable for injury, loss, or damage of any kind resulting from the acceptance or use or misuse of the Prizes, travel related thereto or from Entrants' participation in this Contest.
12. This Contest will run in accordance with these Rules, subject to amendment by the Sponsor. The Sponsor reserves the right to cancel or suspend this contest or to amend these Rules at any time without notice.
13. Sponsor assumes no responsibility for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or telephone call to be received by the Sponsor whether or not due to the fault of the foregoing or of any other person, or whether due to computer mishaps, 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 any participation in this Contest. 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. The Sponsor is not responsible for typographical or other errors in the offer or administration of this contest, including but not limited to, errors in advertising, the Rules, or the distribution of the Prizes.

14. Sponsor will use your personal information for the purposes of conducting this Contest in accordance with Sponsor's Privacy Policy, located at [www.westjet.com](http://www.westjet.com), and applicable law. Sponsor may also use or disclose your personal information for those other purposes for which you have provided your consent.