



WestJet's Christmas Miracle Facebook Contest Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

1. **SPONSOR:** The WestJet Christmas Miracle Facebook Contest (The "**Contest**") is conducted by WestJet, an Alberta Partnership, 22 Aerial Place NE Calgary, AB T2E 3J1 ("The **Sponsor**").

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor (defined below) and not to Facebook. Any personal information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see below). Facebook is completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook. You may only use one (1) Facebook account (the "**Facebook Account**" to participate in this Contest.

2. **ELIGIBILITY:**

- (a) The contest is open to residents of Canada, who have reached the age of majority in the jurisdiction in which he/she resides at the time of entry.
- (b) The contest is not open to employees and any person who is or purports to be a family member (defined as spouse, common-law, travel companions, dependents for federal income tax purposes, or step- or biological mother, father, sister, brother, daughter or son) of any employee of Sponsor, or their respective affiliated companies, subsidiaries, agents, and advertising or promotional agencies.
- (c) All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

3. HOW TO REGISTER AND ENTER THE PRIZE DRAW:

- (a) The Contest entry period (the “**Contest Period**”) begins at 12:01 a.m. Mountain Time (“**MT**”) on November 13, 2017 and ends at 11:59 p.m. MT on November 24, 2017.
- (b) To participate in this Contest, you must have a valid Facebook Account. If you do not have an account, visit www.facebook.com and register in accordance with the enrolment instructions for a free Facebook account.
- (c) There is one (1) way to enter the contest and twelve (12) chances to win during the Contest Period. Each day during the Contest Period WestJet will post a single Contest graphic on Facebook (the “**Post**”) for a total of twelve Posts during the Contest Period. To enter cast a Reaction (the “**Reaction**”) using the Facebook “Like” or “Love” button on the Post. Each Like or Love will be considered an Entry. Other Reactions selected (i.e. Ha Ha, Wow, Sad or Angry) will not be considered a valid Entry. Each Entrant can vote once on all twelve (12) Posts.

To be eligible for an Entry you must comply with Facebook’s Community Standards. Only Likes or Loves made on WestJet’s Contest graphic Posts will be considered for entry into the Contest. A Like or Love will be considered to be void (and an Entry (as defined below) will not be granted) if the Like or Love: (i) is not made on the graphic Post; (ii) is not submitted and received during the Contest Period in accordance with these Rules (all as determined by Sponsor in its sole discretion).

- (d) There is a limit of twelve (12) Entries via Reaction per entrant throughout the Contest Period, for a maximum total of twelve (12) Entries per entrant/per email address. If it is discovered that any person has attempted to use (or attempt to use) multiple names, identities and/or more than one (1) Account to enter the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and all of his/her Entries voided. Use (or attempted use) of multiple names, identities, Facebook Accounts, or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).
- (e) Standard text messaging and/or data rates apply to entrants who submit a Like or Love Reaction, via a wireless mobile device. Wireless service providers may charge for airtime for each standard text message sent and received. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

- (f) IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL ANY PERSON BE PERMITTED TO OBTAIN MORE THAN THE MAXIMUM NUMBER OF ENTRIES AS STATED IN THESE RULES.
- (g) NO PURCHASE NECESSARY: Although online access and a Facebook, account is required to enter a Contest, no purchase of any kind is required – many public libraries, retail businesses and others offer free access to computers and to the Internet. Facebook accounts are available without charge.

4. GRAND PRIZE:

Grand Prize (the “**Grand Prize**”) consists of round-trip economy airfare for two (2) people from a Canadian airport serviced by WestJet closest to the winner’s residence, to any regularly scheduled, marketed and operated destination in WestJet’s network. Approximate maximum retail value \$1075.98 CAD based on an example for two people between Toronto, Ontario and Cancun, Mexico.

5. GRAND PRIZE CONDITIONS:

- a. Any and all Contest prizes must be accepted as awarded and may not be transferred, assigned, or substituted except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute any stated prize (or portion thereof) with an alternate prize of comparable or greater value at its sole and absolute discretion, for whatever the reason. Grand Prize may not be exactly as advertised, and except as expressly warranted herein, any Grand Prize is provided “as is” without further warranty of any kind.
- b. Grand Prize is valid towards return travel between **January 8, 2018 and December 14, 2018**. Seats are subject to availability and economy space. No changes to destinations, names, travel dates etc., will be accepted. Grand Prize is not valid for any flights departing after such date and extensions to the expiry date are not permitted. Grand Prize cannot be booked more than 45 days prior to departure. Peak travel dates are not available, such as, but not limited to; all Canadian and U.S Statutory Holidays (i.e. long weekends) and airline blackout periods (such as but not limited to; Easter, Spring and Christmas breaks) are not available for travel. Other blackout dates may apply. Winner and his/her designated guest must travel on the same itinerary in both directions. Winner and his/her guest are responsible for ground transportation (incl. transfers to hotel) 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 the booking has been confirmed. Prize is not valid for redemption on WestJet Vacations’ packages, or WestJet’s charter or code share partners.
- c. 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. Transportation is subject

to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. Seasonal service and schedule will apply; certain travel dates may not be available.

d. All prize details will be determined in the sole discretion of Sponsor. Some restrictions may apply. Travel arrangements must be made through Sponsor's agent on a carrier of Sponsor's choice. Tickets are subject to certain terms and conditions as specified by issuers. The Prize Participants must travel together in economy seats on the same itinerary and are responsible for ensuring they have all necessary travel documents (e.g., valid passport, visas etc.). Promotional seats are not eligible for Plus upgrades. Sponsor Entities are not responsible in the event any Prize Participant is refused boarding at any time by the airline or airport security. Any unused portion of the prize will be forfeited. Each Prize Participant must be of age of legal majority in his/her jurisdiction of residence, unless accompanied by a parent or legal guardian. The winner is fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).

e. Any and all additional costs and expenses associated with prize acceptance and use not specified herein as being provided including but not limited to health insurance, transportation costs (including checked baggage fees and excess baggage fees), meals, pre-seat selection, gratuities and other expenses incurred by the winner (and any guests) in claiming, accepting and/or using the prize are the sole responsibility of the winner.

6. WINNER SELECTION:

From all eligible entries from each Post a random draw will be made in Calgary, Alberta at approximately 12:00 p.m. MT on November 30, 2017 where twelve (12) finalists (the "**Finalists**") will be selected for the Grand Prize draw – one Finalist from each Post. One Finalist will be randomly selected from all eligible Entries received for each Post, totaling twelve (12) Finalists to then be put into the Grand Prize draw where only one (1) Grand Prize winner will be drawn on December 1, 2017.

At approximately 12:00 MST on December 1, 2017 one Grand Prize winner will be randomly selected from the twelve (12) Finalists. Odds of being selected as a Finalist or Grand Prize winner depend on the number of eligible Entries received on each Post. Odds of winning depend on the number of eligible Entries received.

7. HOW TO CLAIM A PRIZE:

Selected eligible Prize winner will be contacted via Facebook Messenger within five business days of the prize draw. In order to be awarded the Prize, selected entrant must respond to the notification within 5 business days. Further, in order to be awarded the Prize, the selected eligible entrant must meet all Eligibility requirements and 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. The selected entrant 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, the Prize Supplier, their respective affiliated and related companies, advertising and promotional agencies, and its shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any liability in connection with any prize or the Contest. The winner must also arrange for the signature and return of a Declaration and Release for his/her guest before being entitled to the Prize. If the winner's guest is/are a minor, such person must have consent from their parent or legal guardian who must sign the Declaration and Release on their behalf and accompany them on the trip. Such Declaration and Release Forms must be signed and returned within 5 business days of notification, failing which the Prize will not be awarded and the Sponsor will draw an alternate random winner.

8. GENERAL:

By entering the Contest, entrants agree to be bound by these Rules, which are subject to change without notice, and all decisions of the Sponsor which are final. By entering, entrant grants the Sponsor, the Prize Supplier and their respective affiliates the right, but not the obligation, to use their photograph, filmed or recorded image, name and city of residence, and Comment in all publicity campaigns related to the Contest without further notice or compensation. Entrants agree to provide a valid Facebook, Twitter or Instagram profile in order to enter a Contest. In the event of a dispute regarding the identity of the person submitting the entry, the entry shall be deemed to be submitted by the person in whose name the Account is registered. Entries must be completed through legitimate channels as stated in the Rules. Entries will be void and associated entrants disqualified if Entries are in whole or in part incomplete, forged, counterfeit, tampered with, produced in error or obtained through fraud or theft. Any use of robotic, automatic, macro, programmed or like entry methods will void all such Entries by such methods and will result in disqualification of associated entrant. Entries acquired while violating any part of these Rules shall be void and associated entrants disqualified. The Sponsor reserves the right to disqualify an entrant, and all of their respective Entries, if that entrant does not meet all Rules. All decisions of the Sponsor are final. The Releasees: i) makes no warranty, guaranty or representation of any kind concerning the Prize, ii) except where prohibited by law, disclaims any implied warranty, and iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance or use or misuse of

the Prize, travel related thereto or from entrants participation in the Contest. The Contest will run in accordance with these Rules, subject to amendment by the Sponsor. All entries become the property of the Sponsor and will not be returned. Sponsor assumes no responsibility for lost, stolen, delayed, damaged or misdirected entries or for any failure of Facebook during the Contest, 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 entry 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 playing or down loading any material in the Contests. Any attempt to deliberately damage WestJet's Facebook page account or any other website or to undermine the legitimate operation of the 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 injury or damage to online participants' or any other person's computer or mobile device related to or resulting from participation in the Contest, or downloading materials from or use of Facebook. If, for any reason whatsoever, any part of the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes which in the sole opinion of the Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and to select winner from eligible entries received prior to the action taken or in some other manner that the Sponsor deems fair and equitable. The Sponsor reserves the right in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest, or to be using automated methods to attempt to receive additional entries into the Contest, or to be acting in violation of these Rules or with intent to annoy, abuse, threaten or harass any other person or to be acting in an otherwise disruptive manner. The Sponsor is not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in advertising, the Rules, the selection and announcement of winner, or the distribution of the prize. Sponsor will use your personal information for the purposes of conducting the Contests in accordance with Sponsor's Privacy Policy, located at www.westjet.com, and applicable law. This Contest is governed by the laws of Alberta and the laws of Canada applicable therein and is void where prohibited by law. Subject to the approval of the *Régie des alcools, des courses et des jeux* in the Province of Quebec, the Sponsor reserves the right to cancel or modify the Contest or the Contest rules at any time without notice.

9. REGIE DES ALCOOLS:

For Québec Residents Only: 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 Régie only for the purpose of helping the parties reach a settlement.