

## 2017 YVR AND AIR NEW ZEALAND'S PACIFIC PRIDE CONTEST

#GETPACKING #PACIFICPROUD

ENTER TO WIN TWO (2) ROUND-TRIP TICKETS TO AUCKLAND, NEW ZEALAND FROM VANCOUVER INTERNATIONAL AIRPORT

SPONSORED BY VANCOUVER AIRPORT AUTHORITY ("YVR")

THE 2017 YVR AND AIR NEW ZEALAND PACIFIC PRIDE CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER IN THE PROVINCE OF BRITISH COLUMBIA AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of British Columbia;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;
- (c) be legally able to travel to New Zealand and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.
- (d) not be a resident of Quebec;
- (e) not a commercial enterprise or business entity; and
- (f) not be an employee of YVR or any of YVR's affiliates, subsidiaries, promotion, advertising and promotional agencies, broadcasters, or sponsors, or be an immediate family member or live in the household of, any of the foregoing.

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

**2. CONTEST PERIOD.** The Contest sign-up period will be on August 6, 2017 and shall commence at the beginning of the 2017 Vancouver Pride Parade (the "Pride Parade") and end at 11:59:59 PST on August 6, 2017 (the "Contest Period") after which time the Contest Period will be closed and no further entrants will be able to enter or further participate in the Contest.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to participate in the Contest.

- (b) To participate in the Contest, entrants must have a valid Instagram or Twitter account. To register for a valid Twitter, or Instagram account, visit [www.twitter.com](http://www.twitter.com) or [www.instagram.com](http://www.instagram.com), respectively, and follow the instructions. There are no fees associated with the creation of any of these accounts. Instagram and Twitter are not associated with this Contest.
- (c) Entrants must visit YVR's Get Packing Activation (the "**Activation**") at the Pride Parade.
- (d) At the Pride Parade, entrants are able to take a photo (the "**Photo**") with the Auckland, New Zealand destination mat (the "**Featured Destination**"), or of the YVR/Air New Zealand parade float.
- (e) Entrants will be required to post their Photo to their Twitter or Instagram accounts using the hashtag #GetPacking AND #PacificProud and follow @yvrairport. The Photo will entitle the entrant to one ballot (the "**Ballot**"). Each entrant shall be limited to only one (1) Ballot at the Pride Parade. Multiple Ballots are not permitted and entrants who submit multiple Ballots shall be disqualified from the Contest. Individuals who do not have a social media account (Twitter or Instagram) but who would like to participate in the Contest may submit their Photo that they take at the Pride Parade and email it to [contest@yvr.ca](mailto:contest@yvr.ca). In their e-mail, entrants will need to provide a 300-word paragraph explaining why they wish to travel to the Featured Destination.
- (f) Entrants must follow @yvrairport for the duration of the Contest Period up to and including the selection of a Winner (as defined below).
- (g) Entrants must upload or email their Photo no later than 11:59 p.m. PST on August 6, 2017.
- (h) YVR will not be responsible if the Pride Parade or Activation is unavailable or if the social media submissions they complete are invalid, late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. YVR shall not be responsible of any malfunctions of any computer hardware, software, or any combination of them, or problems associated with any virus or any other damage caused by the entrant's computer systems. No communication or correspondence will be exchanged with entrants except with the entrant selected for the Prize (as defined below).
- (i) Ballots received shall be deemed to be submitted by the authorized account holder of the Twitter or Instagram account. For the purpose of the Contest Rules, "authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide YVR with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

#### 4. PRIZES

- (a) There will be a total of one (1) prize (the "**Prize**") available to be won.
- (b) The Prize shall consist of two (2) economy class airline tickets for the entrant selected randomly by YVR (the "**Winner**") and a guest ("**Guest**") originating from Vancouver

International Airport to Auckland, New Zealand courtesy of Air New Zealand.

- (c) The value of the Prize will in no event exceed \$4,000 CAD.
- (d) The Prize will include all applicable transportation taxes, airport improvement fees and permitted baggage allowances for the type of fare class associated with the Prize. The Winner and the Guest will be responsible for any other fees that may be imposed by the airline associated with the Prize, as may be applicable, at the airport, including but not limited to excess baggage charges and change fees.
- (e) YVR will coordinate the provision of the Prize with the Winner once the Winner has fulfilled the requirements set out herein.
- (f) Winner and his/her Guest must be available to participate in the Prize and complete the travel within one (1) year after selection of the Winner. Should the Winner and Guest be unable to complete their travel by the date designated by YVR, the Prize will be forfeited and may be awarded to an alternate winner at YVR's sole discretion.
- (g) The duration of the trip shall be subject to the terms and conditions of the airline issuing the tickets associated with the Prize, and may be subject to blackout periods and other restrictions. Once the airline tickets have been issued associated with the Prize and the Winner and his/her Guest decide to change any of their travel dates (where permitted by the airline associated with the Prize), Winner and his/her Guest will be responsible for any fees that may be imposed by the airline associated with the Prize awarded.
- (h) Winner and Guest will be responsible for the following: all transportation, including but not limited to transportation to and from originating airport and all transportation at the destination; all accommodations; meals; travel and medical insurance; travel documentation; gratuities; telephone calls; in-room charges and any other expenses not explicitly included in the Prize.
- (i) Guest must be of the age of majority or older in their province or territory of residence, comply with the Contest Rules and sign and return the Release (described below).
- (j) The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. The Prize awarded to the Winner can not be used for any other destination other than from Vancouver International Airport and to Auckland, New Zealand. The Prize may not be eligible for frequent flyer point accumulation. Any unused portion of the Prize will be forfeited and shall no cash value. YVR reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

## **5. WINNER SELECTION**

- (a) Within seven (7) business days after the end of the Pride Parade, YVR will select one (1) Winner randomly for the Prize, provided that the Contest Winner complies with these Contest Rules. The odds of being selected as a Winner is dependent upon the number of eligible entrants participating in the Contest.

- (b) YVR will notify the Contest Winner through the social media platform where they submitted their Ballot. The Winner will be required to provide YVR with a valid e-mail address, telephone number and any other information for future communication relating to the Contest Prize. If a selected Winner does not respond within ten (10) days from notification by YVR, then a new Winner will be randomly selected.
  - (c) In the event that a potential Winner has not complied, or does not comply, with these Contest Rules, then YVR, in its sole discretion, may disqualify the original Winner and select an alternate Winner by random draw.
  - (d) Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
6. **RELEASE.** Winner and Guest will be required to execute a legal agreement and release (“**Release**”) that confirms Winner’s and Guest’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of YVR, its subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to 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; and (iv) grant to YVR of the unrestricted right, in YVR’s sole discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’s and Guest’s name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
7. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
8. **LIMITATION OF LIABILITY.** YVR assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. YVR is not responsible 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 administration of the Contest. YVR assumes no responsibility for any error,

omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. YVR is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. YVR is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. YVR assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the YVR, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

9. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Activation, and on YVR's website [www.yvr.ca](http://www.yvr.ca). Entrant further agrees to be bound by the decisions of YVR, which shall be final and binding in all respects. YVR reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, YVR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Contest entrants must at all times behave appropriately at the Contest Locations and observe the Contest Rules and any other rules or regulations in force at the Contest Locations. YVR reserves the right to remove from the Contest Locations, any entrant that breaks such rules and/or fails to behave appropriately and to disqualify such entrant.

Winner and Guest must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force during the flights and/or in the Prize Destination. Winner and Guest agree that the airlines associated with the Prizes reserve the right to remove from the flights and/or the Destination, any Winner and/or Guest who breaks any rules of the operating airline and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

10. **PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, entrant: (i) grants YVR the right to use his/her name, mailing address, age range, telephone number, e-mail address, photograph, portrait and likeness (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants YVR the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that YVR may disclose his/her Personal Information to third-party agents and service providers of any of the airline partners in connection with any of the activities listed in (i) and (ii) above.

- (b) By opting-in online the entrant consents to YVR's disclosure of the entrant's Personal Information to YVR so that you may be contacted about future promotional draws contests similar to the Contest, receive promotional newsletters and bulletins, and notify you about related products or services at the Vancouver International Airport.
  - (c) Vancouver Airport Authority will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Vancouver Airport Authority's Privacy Policy at: [http://www.yvr.ca/Libraries/Comms\\_Documents/Privacy\\_Policy\\_External\\_Collection\\_2\\_013\\_06\\_10\\_final.sflb.ashx](http://www.yvr.ca/Libraries/Comms_Documents/Privacy_Policy_External_Collection_2_013_06_10_final.sflb.ashx)
  - (d) Please direct any inquiries regarding the collection, management and use of Personal Information to the Privacy Officer: PO Box 23750, Airport Postal Outlet, Richmond, BC V7B 1Y7.
- 11. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by YVR and/or their affiliates. 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.
- 12. TERMINATION.** YVR reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 13. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over YVR. 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 YVR in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia 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.
- 14. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.