

## 2019 YVR'S HAINAN CHINESE NEW YEAR CONTEST

### ENTER TO WIN A PAIR OF TICKETS TO SHENZHEN FROM VANCOUVER INTERNATIONAL AIRPORT

#### SPONSORED BY VANCOUVER AIRPORT AUTHORITY ("YVR")

THE 2019 YVR'S HAINAN CHINESE NEW YEARS (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. CONTEST 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 Shenzhen, China 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.

(the "Contest Participant").

YVR shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest, which shall include but not be limited to each Contest Participant providing government issued photo-identification if selected as a finalist in accordance with these Contest Rules. 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 Contest Participant should such a Contest Participant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest sign-up period begins at 12:00 a.m. Pacific Standard Time ("PST") on January 25, 2019 and ends at 11:59 a.m. PST (midnight) on February 28, 2019 (the "Contest Period") after which time the Contest Period will be closed and no further Contest Participants will be able to sign-up 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, a Contest Participant must visit YVR's webpage at [yvr.ca/hainanCNY](http://yvr.ca/hainanCNY) and enter their email address (the "Ballot").
- (c) Each Contest Participant shall be limited to only one (1) Ballot. Multiple Ballots are not permitted, and Contest Participants found to be using multiple email accounts will be considered ineligible and disqualified from participating in the Contest.
- (d) Automated submissions or submissions sent via a bot will be disqualified. Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or related Twitter accounts may be blocked.
- (e) Contest Participants acknowledge that YVR will pull Ballots using an aggregator. Some results are refined to better combat spam and increase relevance.
- (f) Entry Ballots received shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the Ballot. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address 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 or social media accounts. Each Contest Participant that is selected as a finalist may be required to provide YVR with proof that the selected Contest Participant is the authorized account holder of the e-mail address associated with the winning entry.

### 4. PRIZE

- (a) There will be one (1) prize (the "Prize") available to be won.
- (b) The Prize shall consist of two (2) economy class airline tickets for the Contest Participant selected randomly by YVR (the "**Winner**") and a guest ("**Guest**") originating from Vancouver International Airport (YVR) to Shenzhen, China courtesy of Hainan Airlines.
- (c) The estimated value of the Prize is \$2,000 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 each of the airlines, 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 the time frame required by Hainan Airlines issuing the airline tickets and

not later than one (1) year from selection of the Winner. Should Winner and Guest be unable to complete their travel by the date designated by these Rules, 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 airline tickets associated with the Prize won by the Winner, and may be subject to blackout periods and other restrictions. Once the tickets have been issued associated with the Prize and the Winner and his/her Guest decide to change any of their travel dates, and where permitted by the airline associated with each Prize, Winner and his/her Guest will be responsible for any fees that may be imposed by the airline associated with each of the Prizes 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 in the Destination; all accommodations; meals; travel and medical insurance; travel documentation; gratuities; telephone calls; in-room charges and any other expense 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 Prizes awarded to the Winner can not be used for any other destination other than from Vancouver (YVR) to Shenzhen, China, and the Prize may not be eligible for frequent flyer point accumulation. Any unused portion of a Prize will be forfeited and shall have no cash value. YVR reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (k) YVR shall not assume any liability for lost, damaged or misdirected luggage associated with the Prize.

## **5. WINNER SELECTION.**

The Winner shall be selected as follows:

- (a) On or about March 4, 2019 one (1) winner shall be selected randomly from the Ballots submitted during the Contest Period.
- (b) YVR or one of its agents or representatives, will notify the Contest Winner through the email address that the Contest Participant submitted as their Ballot. The Winner, within five (5) business days of receiving such notification, shall contact YVR to redeem the Prize. The Winner will be required to provide YVR with a valid address and telephone number and any other information for future communication relating to the Media Event.
- (c) In the event that the selected Winner fails to respond within the time period, then YVR shall be entitled to select an alternate Winner. In addition, if the potential finalist has not complied, or does not comply, with these Official Rules, then YVR may disqualify the original Winner and select an alternate Winner by random draw.
- (d) Before being declared a Winner, the successful finalist 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 CONTEST PARTICIPANT.** By entering the Contest, a Contest Participant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Contest Participant 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 Contest Participant 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 Contest Participant or to any computer related to or resulting from participating or downloading materials in this Contest. Each Contest Participant 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 Contest Participant agrees to be bound by the Contest Rules, which will be posted at the Contest Locations, on YVR's website [www.yvr.ca](http://www.yvr.ca) and made available throughout the Contest Period. Each Contest Participant 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 Contest Participant 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 Participants 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 Contest Participant that breaches or violates such rules and/or fails to behave appropriately and to disqualify such Contest Participant.

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 breaches or violates 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, each Contest Participant: (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) Contest Participants consent to YVR's disclosure of a Contest Participant's Personal Information to YVR, and Contest Participants 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 a Contest Participant's Personal Information only for identified purposes, and protect the Contest Participant's Personal Information in a manner that is consistent with Vancouver Airport Authority's Privacy Policy at:

<http://www.yvr.ca/en/privacy>

- (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 without any liability, 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. **CHANGES TO CONTEST RULES.** In addition to all its rights under the Contest, YVR reserves the right, in its sole discretion, during the Contest Period to make any changes to these Contest Rules, without liability, in any way and at any time, for any reason without prior notice. In the event that there is a change to these Contest Rules, YVR shall make all reasonable efforts to update the Contest Rules on its website.
  14. **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 Contest Participant 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.
  15. **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.