

Lynx Air: “Tampa Bay USA Giveaway” Contest Rules

Celebrate with Lynx flying to Tampa Bay from Toronto and Montreal.

WHEN:

- *Live November 6-19*

WHO WILL BE ELIGIBLE TO ENTER THE CONTEST:

- *Residents of Canada*
1. The Lynx Air “**Tampa Bay USA Giveaway**” contest (the “Contest”) is sponsored by 1263343 Alberta Inc. (dba Lynx Air, the “Sponsor”). The Contest begins at 5:00AM ET on Monday, November 6, 2023 and ends at 11:59PM ET on Sunday, November 19, 2023 (the “Contest Period”).
 2. The Contest is open to residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, except for employees of the Sponsor or its affiliates or of their advertising and promotional agencies and the immediate family of such employees and persons with whom such employees are domiciled (whether or not a member of their immediate family). “Immediate family” is defined as parents, siblings, children or spouse.
 3. No purchase necessary to enter.
 4. To enter, during the Contest Period you must complete each of the following:
 - (a) Visit the Contest page at www.flylynxusa.com to complete and submit the entry form, which will require correct answers to two (2) questions regarding the Sponsor (visit the Sponsor’s Contest page, Facebook, and Instagram pages, there will be daily clues!).
 - (b) Sign up through flylynxusa.com to receive email communications about Sponsor(s)’s products, contests and other promotional offers. You may withdraw your consent to receive these emails at any time by clicking “unsubscribe” at the bottom of any Lynx Air email communication.
 - (c) Follow the Sponsor on either Facebook or Instagram for at least the Contest Period. **If you do not have a Facebook or Instagram account, visit www.facebook.com or www.instagram.com and follow the on-screen instructions to sign-up for a free Facebook or Instagram account.**
 5. Subject to compliance with these Rules, after completing each of the above, which must be done during the Contest Period, you will receive one (1) entry into the Contest.
 6. Limit of one (1) entry per person, regardless of method of entry. Entrants may use only one (1) Facebook account or one (1) Instagram account in connection with the Contest. Any attempt by any entrant to obtain more than the stated number of entries by using multiple email addresses, social media accounts, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified at Sponsor’s sole discretion.

7. By entering this Contest, each entrant consents to the Sponsor’s and its agents’ collection, use and disclosure of entry information for the purposes of administering this Contest in accordance with its privacy policy. For more information, please visit our <https://lynxair-uat-ezycommerce.ezyflight.se/en/privacy-notice>.
8. Sponsor is not responsible for lost, late, undelivered, invalid, unintelligible, incomplete, misdirected, illegible, or damaged entries, which will be disqualified. Entries become the exclusive property of Sponsor and will not be returned or acknowledged.
9. In the event of a dispute as to the identity of any person who submitted an entry, the authorized account holder of the email address associated used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned to a social media account by a provider, service provider or other organization responsible for assigning the account for the email address. Potential winners may be required to show proof of being the authorized account holder.
10. The following prize packages are available to be won:

Prize	Draw Date and Time	Entry Cut Off Date and Time
One (1) package consisting of (i) two (2) round trip tickets between Toronto, Ontario and Tampa Bay, Florida (stopovers are not permitted) and (ii) three (3) nights hotel stay (based on double occupancy) at a local hotel as determined by Sponsor, and (iii) four (4) attraction passes as determined by Sponsor(s) Valued at: \$2,500 CAD	November 25, 2023	November 12, 2023
One (1) package consisting of (i) two (2) round trip tickets between Montreal, Quebec and Tampa Bay, Florida (stopovers are not permitted) and (ii) three (3) nights hotel stay (based on double occupancy) at a local hotel as determined by Sponsor, and (iii) four (4) attraction passes as determined by Sponsor(s) Valued at: \$2,500 CAD	November 25, 2023	November 19, 2023

Approximate value of each prize total: \$2,500

Tickets and hotel must be redeemed on the same trip; all prize package flights must be flown and completed on or before September 9, 2024

Random draws will be held on each draw date noted below from eligible entries received by the applicable cut off date/time noted above. Odds of winning any prize depend on the number of eligible

entries received by the applicable cut off date/time. Entries not selected in a draw will remain eligible for subsequent draws.

Maximum one (1) Prize per person.

Any costs or expenses incurred by the winners in claiming or using their prize (including travel to departure destination, carry-on bags, checked bags, seat selection, priority boarding and transit to and from the airport, meals and beverages, all in-room service charges, gratuities, merchandise, telephone calls) will be the responsibility of the winner. Prizes must be accepted as awarded, no cash substitutes. Sponsor reserves the right to substitute a prize (in whole or in part) with a prize of equivalent or greater monetary value if Sponsor is unable to award any prize as described.

All travel is subject to holiday and blackout dates and availability. Booking must be made 30 days or more prior to the date of travel as a round trip ticket and cannot be changed once booked. If a person does not show up for the flight for any reason the ticket will be forfeited. In the event a flight is cancelled by the Sponsor an alternative flight will be booked. Winners and their travel companions may be required to provide appropriate government issued photo identification (such as a valid passport) at time of travel. Winners and their travel companions will be solely responsible for determining and obtaining all necessary travel documents and other travel requirements. No changes will be made to travel details once any ticket has been booked, except at Sponsor's sole discretion. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. All bookings will be subject to Sponsor's general terms and conditions and Covid-19 policy see www.flylynx.com once booking site goes live.

Before being able to participate in the applicable prize, each winner's travel companion will be required to sign and return within the time stipulated by the Sponsor, a full declaration and release form stating that, among other things, they have read and understood these Rules, grants all consents required, accepts to participate in the prize as offered and releases the Releasees (defined below) from any and all liability of any kind arising out of the travel companions' participation in the prize, including, without limitation, all travel related thereto. The travel companion must have reached the age of majority in their province of residence at the time of execution of the release form in order to participate in the prize (except as noted below with respect to the prize package to Las Vegas). The winner and their travel companion must travel on the identical itinerary.

In no event will more than the stated number of prizes be awarded. A promotional prize offering cannot be combined with any other offer.

11. Within the two (2) day period following each draw, Sponsor or its designated representative will attempt to contact the selected entrant by email. In the event that, for any reason, Sponsor cannot contact a selected entrant within a five (5) business day period following the first notification, such selected entrant may be disqualified, and Sponsor may, at its sole discretion, conduct a new random drawing from all remaining eligible entries to identify another potential winner who will be subject to disqualification in the same manner. The Sponsor will not be responsible for selected entrants who cannot be contacted or who do not respond in a timely manner.
12. Before being declared a winner and being awarded a prize, each selected entrant will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. In addition, before being declared a winner and being awarded a prize, the selected entrant may also need to: (i) supply proof of age consisting of a

legible photocopy of either a provincially issued driver's license or other government issued identification; (ii) supply proof of address consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification. The selected entrant will also be required to sign and return within five (5) business days the Sponsor's Declaration and Release Form (the "**Release Form**"), which (among other things): (i) confirms compliance with these Rules and acceptance of the prize was awarded without substitution; (ii) releases the Sponsor, its affiliates, advertising and promotional agencies, and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with the Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iii) agrees to the publication, reproduction and/or other use of their names, address, voice, statements and/or photograph or other likeness, without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the Internet.

Declining the prize, failing to correctly answer the mathematical skill-testing question, failing to return the properly executed Release Form within the time period indicated on the Release Form or otherwise failing to comply with these Rules will cause the prize to be forfeited and a new winner selected in accordance with the process for the prize, as described above.

13. Sponsor and its authorized agents will collect, use, and disclose the personal information entrants provide at the time of entry for the purposes of administering the Contest and prize fulfillment. Winners consent to the Sponsor's use of their names, photographs, cities, voices, images and/or statements, related to their prize for publicity purposes in any manner or media including the Internet, at any time, in perpetuity, without compensation or notice.
14. By participating in the Contest, entrants agree to release and hold harmless Sponsor, its affiliates, advertising agencies, licensees, partners, and any other service providers related to the Contest and each of their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all claims, cause of action, or liability, including, without limitation, any injury, death or damage to or loss of property, resulting from the participation in the Contest or misuse of any prize.

Without limiting the generality of the foregoing, the Releasees shall not be liable for any: (1) incorrect or inaccurate information, whether caused by entrants; or an error related to the Contest; (2) technical failures of any kind, such as in particular, hardware or software errors; faulty computer; any malfunctions, inaccessibility of the Contest website in whole or in part for any reason; service interruptions or disconnections of Internet networks, telephone lines; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; (3) unauthorized human intervention at any stage of the Contest entry process or participation; (4) technical or human errors which may occur in the administration of the Contest or in the processing of entries; or (5) any harm or prejudice suffered by persons, or any material damages resulting from participation in the Contest or acceptance, use, implementation or misuse of any prize.

The Contest is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram. Facebook and Instagram are completely released from any liability by each of the

participants in this Contest. Any questions, comments or complaints regarding the Contest must be directed at the Sponsor.

15. Subject to the approval of the Quebec Regie, Sponsor reserves the right, at Sponsor's sole discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part, without notice or obligation.
16. Subject to the approval of the Quebec Regie, without limiting the generality of the foregoing, if the Contest, or any part thereof, is impaired in any way for any reason or is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any entry and: (a) terminate this Contest, or any portion thereof; (b) modify or suspend the this Contest, or any portion thereof, to address the impairment and then resume the this Contest, or relevant portion, in a manner that best conforms to the spirit of these Rules; and/or (c) award the prizes from among the eligible entries received prior to the discovery of the issue, in accordance with the selection criterion set forth herein.
17. Sponsor reserves the right, in its sole discretion, to disqualify from this Contest any person that tampers or attempts to tamper with or is suspected to have tampered with or attempted to tamper with the entry process, the operation of the Contest, who does not comply with these Rules or acts in a manner that goes against the spirit of the Contest or adversely or with the intent to disturb, insult, threaten, intimidate or harass any other person.
18. All decisions rendered by the Sponsor and/or its authorized representatives regarding any aspects of the Contest are final. The Contest is subject to all applicable federal, provincial, and municipal laws. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision contained herein. If any provision of these Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The paragraph headings are used for reference purposes only and shall not affect the interpretation of the Rules.
19. 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.