



**Make-A-Wish® Rope for Hope
"2018 National Fundraiser Contest"
Official Rules and Regulations**

Make-A-Wish® Rope for Hope 2018 National Fundraiser Contest (herein referred to as the "Contest") is intended to be conducted in Canada by ("Make-A-Wish Foundation® of Canada" - herein after referred to as the "Contest Sponsor"), WestJet, an Alberta Partnership, and Lontours Canada Ltd d.b.a. Globus family of brands (herein after referred to as the "Prize Supplier"), and shall be construed and evaluated according to applicable Canadian law. Contest is void in whole or in part outside of Canada and where prohibited or restricted by law. Participation in this Contest constitutes each entrant's acceptance of, and agreement to be legally bound by, these Contest Rules.

1. ELIGIBILITY:

- a. Eligibility: To be eligible, you must be a resident of Canada over the age of majority in your province of residence as at the Contest Starting Date. Employees, representatives and agents of the Contest Sponsor, Prize Suppliers its affiliates, subsidiaries, related companies, and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of these Contest Rules, "immediate family" means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.
- b. The Contest Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest (i.e. valid Government ID). Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeframe specified by the Contest Sponsor, in its sole discretion, may result in disqualification. All personal and other information requested by and supplied to the Contest Sponsor for the purposes of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry (as defined below) or entrant, in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD:

The Contest opened on **February 28, 2018 at 12:00 p.m., EST** (the "Contest Starting Date") and ends at **11:59 p.m. EST** (the "Contest Closing Date") on **September 30, 2018**.

3. HOW TO ENTER THE CONTEST:

There are two (2) ways to earn an Entry (Entry) in the Contest, as follows:

You must be a registered participant in the 2018 Make-A-Wish *Rope for Hope* event. If you are not a registered participant you must first register, by going to www.ropeforhope.ca (the "Website") and follow the on-screen instructions to register for *Rope for Hope* ("*Rope for Hope*"). Once you have fully completed the registration form with all required information, follow the on-screen instructions to complete your registration (the "Registration").

You will not receive any Entries for the act of completing your Registration.

a. Eligibility for Entry:

- i. Fundraise \$3,000 CDN or more on or before the Contest Closing Date and you will receive one ballot for the contest,
- b. To obtain one (1) Entry in the Contest without fundraising, without making a donation and/or without registering for *Rope for Hope*, you must print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 100 word essay (the "Sentence") on the importance of *Rope for Hope* to: Make-A-Wish Canada, 4211 Yonge Street, Suite 520, Toronto, Ontario M2P 2A9 Telephone: 416.224.9474, Fax Number: 416.224.8795. Charitable Registration Number: 895269173 RR0001. ATTN: National *Rope for Hope* Fundraising Contest (the "Request"). Upon receipt of your Request in accordance with these Contest Rules, you will receive one (1) Entry in the Contest per unique and original Sentence per envelope with sufficient Canadian postage. To be eligible, any Request you send must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by no later than September 30, 2018, 11:59 PM ET. The Released Parties (as defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void).

HOW TO SUBMIT ONLINE DONATIONS

To be eligible to count towards your total fundraising (the "Amount") for the purposes of this Contest, all donations (the "Donation(s)") you fundraise and/or make in relation to this Contest must be completed ONLINE through your account on the Website during the Contest Period. For any Donations received offline, you have one of the following two (2) choices:

- If you have collected offline Donations (e.g. cash and/or cheques payable directly to you), then you may choose to visit the Website during the Contest Period and input the Donations directly through the Website using your credit card. You must input the actual donor's full

name and complete mailing address, along with a valid email address for the donor. If the actual donor's email address is not available, then you may input your own email address and then forward the tax receipt to the donor.

- Alternatively, any offline Donations that you have collected (e.g. cash and/or cheques payable directly to you or the Contest Sponsor) may be forwarded directly to Contest Sponsor for processing. In such circumstances, however, any such Donations received offline (even if such Donations are subsequently processed and reflected online) and/or processed outside the Contest Period will NOT be counted towards your Amount.

All Donations are subject to verification by the Contest Sponsor in its sole and absolute discretion. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of the validity of any Donation (in a form acceptable to the Contest Sponsor - including, without limitation, government issued photo identification). Failure to provide such proof to the complete satisfaction of the Contest Sponsor in a within the timeframe specified by the Sponsor, in its sole discretion, may result in disqualification of the Donation. In the event of a discrepancy regarding a Donation (including, without limitation, the validity of a Donation to be counted towards a participant's Amount), the Contest Sponsor will investigate the matter and its decisions in this and all other regards will be final and binding without right of appeal.

In the event of a dispute as to the identity of the person submitting an Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the entry. For the purpose of these 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 for the domain associated with the submitted e-mail address. An entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of a particular e-mail address.

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

- There will be one (1) Grand Prize available to be won, Maximum Potential Retail Value ("MPRV"): \$6,000 CDN (the "Prize").

The Grand Prize will consist of:

- One (1) vacation for two (2) on Monograms "*Mysteries of the Mayan World*" (code IMX) which includes four (4) nights' accommodation - two (2) nights' accommodation in Chichen Itza, and two (2) nights' accommodation in Uxmal, at hotels as designated by the Sponsor in its sole discretion (based on one (1) standard room, twin occupancy), breakfast daily, 2 lunches & 3 dinners, Local Host[®] Services throughout the vacation, roundtrip airport transfers (on brochure dates during designated transfer times), sightseeing with your local host/guide and transportation as outlined by the Travel Package Prize Supplier.

- One (1) WestJet voucher valid for one (1) roundtrip flight for two (2) guests from any regularly scheduled and marketed Canadian WestJet destination to Cancun, Mexico (subject to promotional space availability, and flight schedule on flights), WestJet Voucher is subject to the terms and conditions set out herein and as otherwise provided by WestJet.

Conditions: The above prize is nonrefundable, non-transferable, not eligible to be converted to cash, not replaceable and must be accepted as awarded. Prize cannot be used in conjunction with any other promotion or offer. Winner and travel companion must travel on the same dates and itinerary, and any unused travel will be forfeited.

Prize winner and his/her traveling companion are solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, fuel/currency surcharges, baggage fees, upgrade charges, ground transportation, meals, beverages, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation, and all personal expenses of any kind or nature, together with an applicable overnight layover. Flight dates (if applicable) and hotel accommodation are subject to change without notice or compensation. Prize winner and his/her traveling companion are also solely responsible for all costs incurred to and from any departure point as the trip Prize originates and terminates there. It is the sole responsibility of the Prize winner and his/her traveling companion to obtain all necessary travel documentation including passports, visas and/or parental consent documents. Prize winner and his/her traveling companion must be able to travel at the times and dates determined by the Sponsor in its sole discretion failing which, the trip Prize will be forfeited. No change in travel arrangements can be made by the winner for any trip Prize once the booking has been confirmed. Prizes may not be used towards any type of frequent flyer mileage, or other reward point accumulation program. The Winner may be required to provide a current valid major credit card at time of hotel/resort check-in to cover incidentals, potential baggage fees and any and all costs, fees, and expenses not expressly stated as being included in the description of the applicable Prize.

Travel must be completed by October 2nd, 2019 failing to do so indicates the Prize will be forfeited after this date.

Tickets/vouchers for any event or experience associated with the Prize may not be exchanged, refunded, transferred or sold. The winner and his/her traveling companion must be available to travel on dates in conjunction with any event or experience associated with the applicable trip Prize. If the Winner (and/or his/her traveling companion) is not able to participate in any portion of the applicable Prize, that unused portion will not be compensated for or substituted with money or any other Prize.

WestJet Prize Voucher description and conditions:

1. This exclusive Voucher number includes all base air travel fees, taxes and surcharges and is valid on any regularly scheduled WestJet marketed and operated flight. This voucher does not include optional fees such as checked baggage or cabin upgrades.

***Please book early to maximize your flight options.

2. This Voucher is limited and subject to promotional space availability of eligible fare options and flight schedule. Not all flights have promotional space. This Voucher is not valid for redemption on WestJet Vacations' packages, flights operated by Swoop, charters, codeshare or interline partners.
3. This Voucher is valid for One (1) WestJet voucher valid for one (1) roundtrip flight for two (2) guests from any regularly scheduled and marketed Canadian WestJet destination to Cancun, Mexico. All guests must travel together on the same itinerary, dates and flights.
4. Flights must be roundtrip to and from the same locations. Flights must depart from city A to city B and return from city B to city A.
5. This Voucher cannot be used on some dates, including statutory holidays and peak travel dates. Blackout dates apply.
6. All bookings and travel must be completed by **October 2, 2019**.
7. 'Gift of flight' Vouchers cannot be extended. Additionally, changes to travel dates or guest names are not permitted once a booking has been confirmed.
8. Bookings made with a 'gift of flight' Voucher are not eligible for paid upgrades, such as Plus seating, except where the option to pay for an upgrade is available when checking in for the flight 24 hours prior to departure.
9. This Voucher becomes null and void if travel is cancelled once a booking is confirmed.
10. The individual booking the flight must be over the age of majority in their province.
11. This Voucher must be taken as offered and is not redeemable for cash.
12. This Voucher cannot be sold. In the event that it has been sold, this voucher will become void, and any flight bookings made with it will be cancelled immediately without notice or reimbursement. WestJet does not handle the payment, guarantee transactions, or buyer protection or seller certification, nor will WestJet be liable for the loss of funds resulting from a fraudulent transaction.
13. WestJet nor the Contest Sponsor is not responsible for lost or mishandled Vouchers. Once a voucher has been delivered to you, you are directly responsible for it.

Monograms Travel Package Prize description and conditions:

1. Four (4) night stay – two (2) nights in Chichen Itza and two (2) nights in Uxmal, Mexico (base hotel)
2. Breakfast daily, 2 lunches & 3 dinners dinner

3. Local Host® Services throughout vacation
4. Roundtrip airport transfers (on brochure dates during designated transfer times)
5. Sightseeing with local host/guide
6. Transportation as outlined in the day-by-day itinerary
7. Services are provided by Globus family of brands as per the brochure description (Page 66-67 of the Monograms "Exotics" 2018 brochure or online at www.monogramstravel.ca).
8. Booking this tour package is reliant on space availability. Full cancellation penalties will apply should the prize winner decide to cancel and re-book

Prize must be accepted as awarded and are not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion) and cannot be sold by the Prize winner and/or his/her traveling companion. No substitutions except at the Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. Under no circumstances whatsoever will any difference between the actual value and the MPRV of a prize be awarded.

5. RANDOM PRIZE DRAW AND WINNER SELECTION:

- a. On October 1, 2018 (the "Draw Date") in Toronto, Ontario after 5:00 p.m. ET, a data pull for all eligible Entries will be completed and one (1) potential Winner will be selected by random draw from all eligible Entries submitted and received in accordance with these Contest Rules. The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period in accordance with these Rules.
- b. Following the Draw Date, the Contest Sponsor or its representatives will make no less than three (3) attempts to contact the eligible Winner by phone and/or email, during the ten (10) day period (the "Contact Period") immediately following the Draw Date. Upon notification, the eligible Winner must respond by telephone and/or email to the contact provided in the notification, and the eligible Winner's response must be received by the Contest Sponsor by no later than 5:00 PM ET on the required return date stipulated in such notification. If the eligible Winner does not respond in accordance with these Contest Rules, he/she may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event he/she will not receive the Prize and another eligible entrant may be selected from the remaining eligible Entries, in the Contest Sponsor's sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor nor any of the Released Parties (as defined below) are responsible for the failure for any reason whatsoever of an eligible Winner to receive notification or for the Contest Sponsor to receive an eligible Winner's response.

- c. Before being declared a confirmed Winner (the “Winner”), the eligible Winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call and comply with the Contest Rules. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. No individual will be declared a winner until the Contest Sponsor officially confirms s/he as the Winner in accordance with the contest rules.

6. RELEASE

- a. The Winner and his/her guest will be required to execute a legal agreement and release (“Release”) that confirms Winner’s and/or guest’s before being declared the Winner:
 - i. Eligibility for the Contest and compliance with these Contest Rules;
 - ii. Acceptance of the Prize as offered;
 - iii. Release of Contest Sponsor, the Prize Suppliers and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, agents, sponsors and administrators (the “Released Parties”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, 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 there from; and
 - iv. Grant to the Contest Sponsor and the Prize Suppliers of the unrestricted right, in the Contest Sponsor’s individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’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.
- b. The executed Release must be returned within five (5) business days of the verification as an eligible Winner or the selected potential Winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize forfeited.

7. INDEMNIFICATION BY ENTRANT

By entering this Contest, each entrant releases and holds each of the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party

or any other person or entity, including, without limitation, 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 this Contest, any breach of these Contest Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY

- a) The Released Parties assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies, requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused 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. The Released Parties assume 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. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise.
- b) The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the 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 the Prize or any portion thereof. The Released Parties assume 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 Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

9. CONDUCT

By entering this Contest, each entrant agrees to be legally bound by these Contest Rules, which will be posted at www.ropeforhope.ca throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor's, which shall be final and binding in all respects. The Contest Sponsor 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;

- c) Acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IN ANY WAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY & USE OF PERSONAL INFORMATION

By participating in the Contest, the entrant:

- a) grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the "Personal Information") for the purpose of administering the Contest, including, but not limited to, contacting an eligible Winner;
- b) grants to the Contest Sponsor 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 acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) and (b) above.

The Contest Sponsor and any third party agents of the Contest Sponsor 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 the Make-A-Wish Foundation Privacy Policy available at: www.makeawish.ca and www.ropeforhope.ca. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

11. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Sponsors/Suppliers 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. Make-A-Wish® *Rope for Hope*, are trademarks of Make-A-Wish Foundation® of Canada.

12. TERMINATION AND AMENDMENTS

The Contest Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to cancel, amend, modify or terminate all or any portion

of this Contest at any time for any reason without prior notice. The Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent deemed necessary by the Contest Sponsor, for purposes of verifying compliance by any entrant or Entry with these Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason. 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.

13. LAW

These are the official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These 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 the Contest Sponsor.