

NEWFOUNDLAND AND LABRADOR TOURISM
The “Second Chapter” Contest
Contest Starts: July 17, 2019

1. OFFICIAL CONTEST RULES AND REGULATIONS.

(a) **OVERVIEW**

Sponsor: This “Second Chapter” Contest is sponsored by Newfoundland and Labrador Tourism (the “Sponsor”).

Sponsor’s Contest Website: TallTrueAndTangled.com/StoryExchange

Prize Providers: Air Canada, Maxxim Vacations, and the Sponsor, Newfoundland and Labrador Tourism (collectively the “Prize Providers”).

Contest Period: Contest starts at 12:00 noon NDT on Wednesday, July 17, 2019. Contest ends at 12:00 noon NDT on Wednesday, August 28, 2019, by which date and time all entries to this Contest must be received.

Prize:

Grand Prize: One (1) Grand Prize is available to be won and awarded on Wednesday, August 28, 2019.

The Grand Prize winner will receive (i) one (1) round-trip ticket in Economy Class for travel to Newfoundland and Labrador for each of two (2) persons (one of whom must be an adult), courtesy of Air Canada; plus (ii) a Newfoundland and Labrador land travel itinerary for the Grand Prize winner and the winner’s travel companion that includes:

- nine (9) nights’ accommodation at select hotels and inns (double occupancy for two (2) persons sharing one (1) room);
- nine (9) day mid-size car rental with unlimited kilometres (drop fee included);
- admission for two (2) persons to Gros Morne National Park, NL;
- a scenic boat tour of Western Brook Pond, NL;
- a guided hike to Gros Morne National Park, NL;
- admission for two (2) persons to Prime Berth Fishing Heritage Centre in Twillingate, NL;
- a coastal foraging hike in Bonavista, NL;
- a city tour of St. John’s, NL;
- seaside lunch at Lighthouse Picnics in Ferryland, NL; and
- admission for two (2) persons to The Rooms (Provincial Museum, Art Gallery and Archives) in St. John’s, NL.

A discretionary \$900.00 (Canadian) food expense allowance is included in the Grand Prize to be applied towards the food expenses of the Grand Prize winner and travel companion.

Depending on where the Grand Prize winner resides, the approx. total retail value of the Grand Prize (excluding taxes) is up to \$7,308.00 Canadian (i.e., approx. \$3,654.00 Canadian for each of two (2) persons).

The Grand Prize is valid for travel taken between September 1, 2019 and October 31, 2019. OR, if the Grand Prize winner declares to the Sponsor that she/he and her/his travel companion are unavailable to take the trip to Newfoundland and Labrador between these dates, then the Grand Prize winner and the winner's travel companion will be allowed to accept and take the prize for travel between September 1, 2020 and October 31, 2020, subject to space availability.

(b) ELIGIBILITY

This Contest is open to anyone who is a resident of Canada, over the age of majority in the province or territory in which they reside. The following persons are not eligible to enter the Contest or win a Prize: employees of any of the Prize Providers, and her/his parents, siblings and children of, and persons domiciled with, such employee; anyone under the age of majority in the province or territory in which they reside; any of the Prize Providers' agents, corporate parent, affiliated or related companies, subsidiaries, divisions, promotional and advertising agencies and administrators.

(c) HOW TO ENTER; NO PURCHASE NECESSARY

To participate in this Contest, entrants must first visit the Sponsor's Contest Website (TallTrueAndTangled.com/StoryExchange) where they will find an Official Contest Entry Form.

Entrants must follow the entry instructions on the Story Exchange page of the Contest Website and log-in using the entrant's Facebook, Twitter or Google account where they will create and enter their own digital 'story' about a memorable trip they took to Newfoundland and Labrador, including images taken on their trip, if there are any to share. Even those who have never traveled to Newfoundland and Labrador can enter the Contest by creating their own digital 'story', describing the trip they would like to take to Newfoundland and Labrador, if given the opportunity. Entrants are invited to share their own digital 'story' with friends and family on social media or via email.

Throughout, and after, the Contest Period, the Sponsor will select some of the digital stories submitted by entrants and post them for viewers to share and enjoy.

Be sure to fill out all required fields; and correctly answer the skill-testing question found on the Official Contest Entry Form. Then click the box where it states that entrants, in order to be eligible, have read and agree to comply with these Official Contest Rules and Regulations.

After making sure the Official Contest Entry Form has been completed, eligible entrants may officially enter the Contest by clicking the "Enter Now" button.

No purchase necessary to enter, participate or win.

Entrants may choose to create, post and share as many different digital stories as they wish, using the template(s) found on the Contest Website, describing a

memorable trip they've previously taken to Newfoundland and Labrador, or would like to take sometime in the future. Only the first one (1) of these entries received by the Sponsor will entitle an entrant to become eligible to qualify for the Grand Prize.

(d) **PRIZES**

One (1) Grand Prize is available to be won in this Contest. See above under Rule 1 (a) and below under Rule 1 (e) and 1 (f) for more Grand Prize details. If the travel companion selected by the Grand Prize winner is not an adult, the Grand Prize winner must also provide evidence to the Sponsor, in content and form acceptable to the Sponsor, that the non-adult travel companion has proper authority from her/his parent/legal guardian to accompany the Grand Prize winner on the trip. Both the Grand Prize winner and her/his travel companion must depart from and return to the same Canadian airport, served by Air Canada. (See more travel terms and conditions under Rule 1 (f) below).

The Grand Prize must be accepted as awarded. It may not be sold, transferred and is not convertible to cash. The Contest Sponsor reserves the right to substitute the Grand Prize, in whole or in part, in the event that all or any component of the Grand Prize is unavailable. No change in travel arrangements can be made by the Grand Prize winner once the booking has been confirmed.

(e) **GRAND PRIZE WINNER**

All entries must be received by 12:00 noon NDT on Wednesday, August 28, 2019. Later the same day, the name of one (1) eligible entrant will be randomly drawn electronically and identified by the Sponsor as being an eligible entrant (according to these Official Contest Rules and Regulations) as a possible Grand Prize winner. The Sponsor will then attempt to contact and notify the selected entrant immediately by telephone and without delay send the following email to the possible Grand Prize winner at the entrant's email address supplied on the Contest Entry form:

"Congratulations to (insert name of selected entrant). It looks like you are eligible to win the Grand Prize, consisting of a wonderful Grand Prize package excursion for two (2) to Newfoundland and Labrador compliments of Air Canada, Maxxim Vacations, and Newfoundland and Labrador Tourism. For more Grand Prize details visit TallTrueAndTangled.com/StoryExchange.

Details on your next steps will be emailed by the Sponsor to you as the possible Grand Prize winner. To remain eligible, you must, within the next two (2) business days, send to the Sponsor a return email confirming your receipt of these next step details."

One (1) Grand Prize winner will be drawn in this way. The chance of an entrant's name being drawn depends on the total number of eligible entries that qualify for the Grand Prize and are received by 12:00 noon NDT on August 28, 2019.

If an entrant who is identified and contacted by the Sponsor as a possible winner of the Grand Prize fails to contact the Sponsor by email, as requested above, within two (2) business days after receiving notification that her/his name was drawn by the

Sponsor as a potential winner of the Grand Prize, she/he will be disqualified and another eligible entrant/potential Grand Prize winner will be selected. The selection of the potential Grand Prize winner will be based on these Official Contest Rules and Regulations until such time as the Sponsor has made valid contact with an eligible selected entrant, or until there are no more eligible entries, whichever comes first.

The Sponsor will not be responsible for failed attempts to contact a selected entrant.

Entrants whose name has not yet been selected should continue visiting the Sponsor's Contest Website just in case their entry may be drawn to replace a previously selected entrant who fails to contact the Sponsor within the allotted time after her/his name is selected.

(f) **TERMS AND CONDITIONS GOVERNING PRIZES AND DRAWS**

(i) **Details of Air Travel, Courtesy of Air Canada:**

Terms and conditions

- Winner must be a legal resident of Canada and must have reached the age of majority in Canada;
- Winner must not be an employee, a representative, or an agent of Air Canada and their subsidiaries and affiliates, media partners, advertising and promotional agencies;
- Winner must not be a member of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled;
- Travel permitted only on regularly scheduled flights operated by Air Canada, Air Canada Rouge and Air Canada Express carriers (not valid on Star Alliance partners or code sharing carriers);
- **All travel must be completed in 2019 between September 1 and October 31; OR in 2020 between September 1 and October 31; AND is subject to space availability at time of booking.**
- No changes permitted to reservations once date of travel is confirmed.
- Travel does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program.
- The prize winner is responsible for: The Grand Prize winner is responsible for all fuel, insurance, surcharges, fees and other applicable charges with a credit card at time of booking. The Grand Prize winner and their travelling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation; ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Grand Prize originates and terminates there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. The use of upgrade certificates is not permitted for flights. Use of the airfare tickets are subject to Air Canada's general conditions of carriage publicly available at www.aircanada.com.

- All applicable fees (such as airport/departure taxes, security charges or third-party fees, taxes or charges) are included.
- Prize cannot be sold, converted into cash, are non-transferable and will not be refunded if unused. Prize must be accepted as awarded and no substitutions, changes or extensions are permitted.
- The use of upgrade certificates is not permitted for flights.
- Promotional pass recipients may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.

(ii) **Details of the Newfoundland and Labrador land travel itinerary portion of the Grand Prize for two (2) persons courtesy of Maxxim Vacations:**

As mentioned under Rule 1(a) above, the Grand Prize includes:

- nine (9) nights' accommodation (double occupancy for two (2) persons sharing one (1) room);
- nine (9) day mid-size car rental, including unlimited kilometres and drop fee.
- admission for two (2) persons to the following: St. John's City Tour; Lighthouse Picnics in Ferryland, NL; The Rooms Provincial Archives, Art Gallery and Museum in St. John's NL; coastal foraging hike in Bonavista, NL; Prime Berth Fishing Heritage Centre in Twillingate, NL; guided hike in Gros Morne National Park, NL; Western Brook Pond Scenic Boat Tour; and admission for two (2) persons to Gros Morne National Park, NL, a UNESCO World Heritage Site.

This itinerary, courtesy of Maxxim Vacations, will begin in Deer Lake, NL and end in St. John's, NL, or vice versa.

Grand Prize winner and her/his travel companion are solely responsible for all costs not expressly described in these Official Contest Rules and Regulations. Such other costs include, without limitation, applicable taxes, food expenses exceeding the \$900.00 Canadian expense allowance (see Rule 1(a) above), currency surcharges, alternate 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 any applicable overnight layover.

Travel, space and accommodation reservations will be accepted and made based on space availability and may be subject to blackout dates. **Travel must begin and end in the months of September or October in 2019, or in 2020 [see Rule 1 (a) above].**

Other Terms and Conditions:

The Grand Prize winner and her/his travel companion are also solely responsible for all costs incurred traveling to and from the Canadian airport served by Air Canada closest to the Grand Prize winner's residence in order to fly to and from Deer Lake, NL, or to and from St. John's, NL, depending on which of these two locations is selected for the start of the land travel itinerary.

It is the sole responsibility of the Grand Prize winner and her/his travel companion to obtain all necessary travel documentation including passports and visas if applicable and to comply with any customs and immigration requirements. The Grand Prize winner and her/his travel companion must be able to travel at the times and dates as determined by the Sponsor in its sole discretion failing which the Grand Prize will be forfeited. It is recommended that the Grand Prize winner and her/his travel companion obtain sufficient personal insurance prior to departure.

The Prize Providers shall not be responsible for any delay, postponement, suspension, seasonal or discontinued service, rescheduling or cancellation, for any reason, of any flight(s). No Grand Prize winner will be compensated in the event of such delay, cancellation, suspension, discontinuance or rescheduling.

Subject to all of the Official Contest Rules and Regulations governing this Contest, if the Grand Prize winner resides in Newfoundland and Labrador in a place more than 100 miles outside the town of Deer Lake, NL, or St. John's, NL, she/he and her/his travel companion may request that the air travel provided in this Contest by Air Canada be applied to their return flight on Air Canada from (and return to) the Canadian airport served by Air Canada closest to the Grand Prize winner's Newfoundland residence.

(g) DISQUALIFICATION

The Sponsor, in its sole discretion, may disqualify any individual who attempts to undermine the legitimate operation of this Contest by tampering with any website mechanism, or who acts in a disruptive manner, or violates these Official Contest Rules and Regulations. For any attempt by an entrant to damage or undermine the legitimate operation of this Contest, the Sponsor reserves the right to disqualify such entrant and seek remedies and damages (including legal fees) from any such participant to the fullest extent permitted by law. Sponsor's failure to enforce any terms of these Official Contest Rules and Regulations shall not constitute a waiver of that provision.

(h) LIMITATION OF LIABILITY

The Sponsor excludes all liability for any personal injury, loss, or damage of whatever kind (including loss of data) caused directly or indirectly, in whole or in part, from downloading any material from the Sponsor's Contest Website (TallTrueAndTangled.com/StoryExchange), whether or not the material was prepared by the Sponsor or a third-party, and whether or not the material is connected to the Sponsor's Contest Website by a hypertext link. The Sponsor accepts no responsibility for the content of third-party websites which may be linked to the Sponsor's Contest Website by a hypertext link. The Sponsor reserves the right to cancel, suspend or modify this Contest if fraud, technical failures, or any other factor beyond the Sponsor's reasonable control impairs the administration or integrity of this Contest, as determined by the Sponsor in its sole discretion. In the event of such impairment, the Sponsor may choose alternate potential winners from all eligible entries received as of the time of impairment.

(i) **GENERAL**

By entering and participating in this Contest, each entrant agrees to abide by these Official Contest Rules and Regulations and to release and hold harmless each of the Prize Providers, and its/their affiliates, directors, officers, employees and agents from any liability for damage, injury, death, loss, cancellation or other liability arising from the entrant's acceptance or use of the Grand Prize or substituted Grand Prize or having participated in this Contest including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, or from the misuse or malfunction of the Grand Prize or substitute Grand Prize. None of the Prize Providers, nor its/their affiliates, directors, officers, employees and agents assume any liability for losses incurred as a result of a cancellation of this Contest or for any reason whatsoever or through the acts or defaults of any company or person providing any part of the Grand Prize or for events occurring after the award of the Grand Prize. All such losses or expenses will be borne by the Grand Prize winner and her/his travel companion. This Contest is subject to all applicable federal, provincial, and local laws and may be void where prohibited by the law of the entrant's place of residence. Decisions of the Sponsor regarding all aspects of this Contest are final.

(j) **SKILL-TESTING QUESTION: WINNER'S DECLARATION AND RELEASE**

Before being declared the Grand Prize winner, the selected entrant must have answered correctly, without assistance, the mathematical, skill-testing question found on the Contest Entry Form (see Contest Rule 1 (c) above).

The selected entrant for the Grand Prize, her/his travel companion and, where applicable, the parent/legal guardian of the Grand Prize winner's travel companion, will be required to sign the Sponsor's Declaration and Release Form (the "Release Form") confirming their compliance with these Official Contest Rules and Regulations, acceptance of the Grand Prize as-awarded, and releasing each of the Prize Providers, its/their affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability in connection with this Contest and the Grand Prize as-awarded. The completed Release Form(s) must be returned to the Sponsor within the time period specified on the Release Form(s) or the Grand Prize will be forfeited. The Grand Prize will be delivered (or communicated) to the successful Grand Prize winner between one (1) and two (2) business days of Sponsor's confirmation that; (i) the selected entrant is eligible to be awarded the Grand Prize; (ii) the selected entrant has correctly answered the skill-testing question [see Rules 1(c) above and this 1 (j)]; and (iii) the Sponsor has received the fully-completed Release Form(s) executed by the selected entrant, travel companion, and, where applicable, the parent/legal guardian of the Grand Prize winner's travel companion.

(k) **ENTRANTS' CONSENTS AND GRANT OF RIGHTS**

No communication will be entered into except with selected entrants. By entering and participating in the Contest, each entrant (including the Grand Prize winner and the Grand Prize winner's travel companion) grants to the Sponsor and the Released Parties (as defined in Rule #1(j) above), in connection with any publicity, advertising

or promotional purpose carried out by or on behalf of the Sponsor or one or more of the Prize Providers in respect of the Contest, the right throughout the world, in perpetuity, and without requiring compensation or remuneration:

- to use, without limitation or exception, in any manner or media whatsoever (including, without limitation, print, broadcast, the internet and social media): (i) each entrant's (including the Grand Prize winner and the Grand Prize winner's travel companion's) name, image/likeness, voice, address, City, province or territory; (ii) and/or the photographs and/or statements and/or, in whole or part, the texts and stories included in the entrant's entry in the Contest.

Furthermore, by entering the Contest, each entrant represents and warrants that her/his entry is an original work of authorship by the entrant, and does not violate any third-party's proprietary or intellectual property or other rights.

(l) **ENTRIES**

The Sponsor does not assume any responsibility and is not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with these Official Contest Rules and Regulations; (ii) any loss, or damages caused by an awarded Prize or the Contest itself; or (iii) any failure of the Sponsor's Contest Website at any time, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or community lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of 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 downloading any material connected to the Contest. Entry material/data that has been tampered with or altered is void.

(m) **INTERPRETING THESE RULES**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Contest Rules and Regulations, or the respective rights and obligations of the Grand Prize claimant and the Sponsor in connection with this Contest, shall be governed by, and construed in accordance with (i) the laws of the Province of Québec and the laws of Canada applicable therein with respect to the residents of the Province of Québec, and (ii) the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein with respect to residents of the other Canadian provinces and territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of this Contest could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. This Contest is subject to all applicable federal, provincial and municipal laws.

(n) **SUSPENDING/CANCELLING/AMENDING THE CONTEST**

The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate or suspend this Contest or to amend these Official Contest Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed, as originally planned (for example, as a result of tampering or infection by a computer virus) the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to cancel this Contest.

(o) **LITIGATION RESPECTING THE CONTEST**

Any litigation by residents of the Province of Québec 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 such litigation respecting the awarding of a Prize to any resident of the Province of Québec may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

(p) **PRIVACY**

The Sponsor respects every entrant's right to privacy. By entering this Contest, each entrant is deemed to automatically have provided her/his consent that [subject to all rights, releases, consents and authorizations granted to the Sponsor and the Prize Providers herein or hereunder by each entrant and by the Grand Prize winner and her/his travel companion] personal information collected from entrants will only be used by the Sponsor to administer the Contest and in order to provide the entrant with information regarding upcoming promotions and/or events involving the Sponsor. Any conflict or discrepancy between the foregoing provisions of this Rule 1(p) and any applicable laws or regulations of Canada, or the provinces or territories of Canada, with respect to privacy, shall be resolved in favour of such applicable laws or regulations.