



## CONTEST RULES

### **CBC's Holiday Escape to Cuba Contest ("Contest")**

**From Friday, November 29<sup>th</sup> 2019 at 11:00am ET] to Sunday, January 5<sup>th</sup> 2020 at 11:59pm ET  
("Contest Period")**

**Organized by  
Canadian Broadcasting Corporation ("CBC")**

**and with**

**Sunwing Vacations Inc ("Sponsor")**

**(hereinafter referred to as "Sponsor/Prize Provider")**

#### **1. HOW TO ENTER**

**No purchase required. This Contest is open to Canadian residents only and is governed by Canadian law.**

To enter the Contest, during the Contest Period, visit the CBC contest page at [www.cbc.ca/holidayescape](http://www.cbc.ca/holidayescape) ("Website"), to submit your answer to the question: "FINISH THIS SENTENCE: "HOLIDAY LIKE YOU MEAN \_\_\_" along with your name and the requested contact information, during the Contest Period and then click "submit" to accept the Contest Rules.

Submission of an entry to the Contest signifies that you have read and agree to the Contest Rules. By submitting an entry to the Contest through the Website or any other electronic platform, you agree that the act of submitting the entry to the Contest is a binding form of your electronic signature, which you agree binds you to these Contest Rules.

Questions marked with an asterisk or otherwise indicated as mandatory are required to be eligible for the Contest. Answers to questions not marked with an asterisk on an entry form are appreciated, but not required to participate in the Contest.

To be valid, entries must be received by no later than January 5<sup>th</sup> 2020 at 11:59 ET.

Limit of one entry per person during the Contest Period. If you attempt or are suspected of attempting to enter more than the authorized amount, or use robotic, automatic, programmed or any other methods of participation not authorized by these Rules, it shall be deemed as tampering and will void your entries, votes or other results of such participation.



No submissions will be accepted after the above deadlines for any reason. Any entries received after the above deadlines will be void.

**\*\*\*THIS SECTION APPLIES ONLY IF YOU SUBMIT CONTENT AS PART OF THE CONTEST\*\*\***

### **Your Entry**

Your entry includes any and all content you contribute, post (text, photo, drawing, etc.), hashtag or otherwise submit in connection with the Contest.

You represent and warrant to CBC that you hold all of the required rights and authorizations to the content you submit to CBC. You have consent from any identifiable people appearing in your entry (including parental consent for minors) and all authorizations required to grant the license specified hereafter to CBC.

The following kind of content is prohibited:

- a. Offensive and likely to expose an individual or a group of individuals to hatred or contempt on the basis of race, national or ethnic origin, colour, religion, sex, sexual orientation, age or mental or physical disability
- b. Pornography, vulgarity, obscenity or sexually explicit content
- c. Anything illegal
- d. Hate speech
- e. Threats, harassment
- f. Threats or suggesting committing a criminal act
- g. Profane, libelous, defamatory, threatening, insulting or promoting any activities that may be illegal, inappropriate, unsafe, dangerous, or socially irresponsible
- h. Attempts to mobilise people for any purpose outside of a CBC event
- i. When the Contest is hosted on social media platforms, anything that does not comply with the Terms of Service and Rules of such social media platforms
- j. Infringement upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights. For greater certainty, your entry may be ineligible (in CBC sole discretion) if it contains a third party's copyright, trademarks or logos



- k. Violates any law in Canada and/or
- l. Defamatory, misrepresented or disparaging remarks about CBC/Sponsor/Prize Provider or any other company, brand or person or and of their products

Any entry deemed by CBC to be in violation of the above prohibitions or is otherwise inappropriate, will be disqualified by CBC in its sole and absolute discretion.

*Cliquez ici pour taper du texte.*

All content submitted to CBC will not be returned to you.

By submitting content to CBC in connection with this Contest, you grant CBC and Sponsor/Prize Provider a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to publish, reproduce and distribute the content in all media, on all platforms and by any other means of communication they control or authorize in connection with this Contest and CBC contest promotion. You waive all moral rights to the content when used for these purposes. You authorize CBC and Sponsor/Prize Provider to use your name, image and voice, in their sole discretion, in conjunction with the use of your entry. Collective agreement provisions may apply. The list of winner(s) and winning entry/ies may be posted on the CBC and Sponsor/Prize Provider platforms for an indefinite period after the close of the Contest.

**\*\*\*THIS SECTION ONLY APPLIES IF CBC HAS PROVIDED CONTENT FOR THIS CONTEST\*\*\***

#### **Use of CBC Content.**

You may only use content that is provided on CBC's Website specifically for use in this Contest ("**CBC Content**") and not any other content owned by the CBC or found on CBC's Website. You may only copy and use the CBC Content to create and submit your entry and may not otherwise use, copy, modify, distribute, transmit, transfer, sell or exploit the CBC Content. You shall have no right, title or interest in the CBC Content, and will erase or destroy all copies of the CBC Content upon submission of your entry. CBC is entitled to terminate your right to access or use any or all of the CBC Content at any time. You irrevocably assign, transfer and abandon all of your right, title and interest in and to your entry to CBC. Accordingly, CBC has the exclusive right to implement and authorize any provision under any law pertaining to intellectual property, including without limitation, the right to protect in its own name, as owner and author, your entry and any of its derivatives under law. Further, you agree that you may not use your entry, except as specifically indicated in writing by CBC.



## **2. ELIGIBILITY**

Contest is open to all Canadian residents who have reached the age of majority in their province or territory of residence as of the Contest opening date.

In cases where the Contest is open to contestant who has not reached the age of majority in their province (a “minor”), parent or guardian consent is necessary to enter the Contest and participate in the prize. Parent/guardian will be responsible for minor’s participation in the prize. Where appropriate, the terms “contestant” and “winner” mean parent or guardian of the minor. If a minor contestant has not received consent to enter the Contest or a minor winner does not have parental/guardian consent to participate in the prize, or, where applicable, does not have a parent/guardian to accompany them in the prize, the entry shall be invalid.

The following individuals are not eligible:

- (a) employees of CBC during the Contest Period
- (b) CBC personalities on air anytime between the start of the Contest Period and up until the prize is awarded
- (c) employees of Sponsor/Prize Provider and their respective affiliates;
- (d) members of the Judging Panel; and
- (e) any of the above persons’ immediate family (father/mother, brother/sister (including step brother/sister, half-brother/sister), son/daughter) and persons living under the same roof.

Where an entry is made on behalf of a group (i.e. class entry, school entry) which includes a person mentioned above, such group’s entry may be allowed by CBC in its sole discretion.

## **3. PROCEDURE FOR AWARDING PRIZES**

On January 6th, 2020 a random draw will be conducted by CBC from among all eligible entries received during the Contest Period.

The first selected contestant from the random draw to correctly answer the mandatory mathematical skill-testing question shall be declared the winner, subject to meeting all the conditions described in these rules.



Selected potential winner(s) will be contacted using the telephone number, email or social media account provided on or used for entry and should claim their prize as instructed by CBC by no later than two (2) days after the date and time they are initially contacted. If a potential winner cannot be reached within such time, incorrectly answers the mathematical skill-testing question(where applicable), declines the prize, or is otherwise found to be ineligible, the prize shall be forfeited and CBC has the right, at its sole discretion, to select another potential winner

even if the potential winner's name has already been publicly announced; forfeited prizes will not be awarded.

You may be required to provide proof of your name/identity/age as requested by CBC in its sole discretion. If you fail to provide adequate proof you will be automatically disqualified from the Contest.

#### **4. DESCRIPTION OF PRIZE(S)**

The winner will receive

**one (1) all inclusive vacation for four (4) to the Memories Flamenco Beach Resort in Cayo Coco, Cuba including:**

- Roundtrip airfare, based on economy class, for four (4) persons consisting of two (2) adults (one of whom must be the winner) and two (2) children (under the age of 12) from any available Canadian gateway to Cayo Coco, Cuba onboard a Sunwing Airlines operated flight
- 7 (seven) nights standard accommodations at the **Memories Flamenco Beach Resort** in a room based on a quadruple occupancy
- All Inclusive meal plan while at the **Memories Flamenco Beach Resort**
- Land transfers between the airport and hotel in destination
- All hotel taxes and processing fees
- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes)

The prize includes only what is specifically described and no other allowance will be granted. The winner and his/her travel companions will have to pay all other expenses including, but not limited to:



- Ground transportation not specifically mentioned above (including transportation to and from you and your guest(s)' homes to the airport)
- Airport improvement fees
- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancellation insurance)
- Connecting flights (including to the departure gateway city if you do not live near an available gateway)
- Sightseeing tours and other in-destination activities
- Travel related fees/surcharges
- Excess baggage fees
- Costs associated with obtaining travel documents (including, but not limited to passports and visas)
- Costs associated with obtaining necessary vaccinations
- Items of personal nature
- Additional meals
- Room upgrade
- Tips & gratuities
- In-room movies

#### Limitation and Rules & Regulations

- You accept the prize "as is" otherwise it will be forfeited
- Travel is valid from November 1, 2019 – October 31, 2020 (the "Travel Period")
- Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date
- Blackout periods apply, including without limitation: Aug 01-31 2019 , Nov 22-Dec 1 2019 , Dec 17 2019-Jan 6 2020, Feb 14-28 2020, Mar 11-22 2020, Apr 4-22 2020 , Aug 01-31 2020 Subject to availability
  - If you are unable to travel during the Travel Period, you will be required to forfeit the prize and an alternate winner may be selected at Sunwing's sole discretion
  - Once reservation is made, they cannot be changed
  - As Sunwing Airlines does not operate year- round in many Canadian gateways and Sunwing Airlines has stopped flying for the season out of your closest Canadian gateway for your requested travel dates- it is left at your responsibility (the prize winner) to make your way to the next closest Canadian gateway with operating flights for your requested departure dates
  - All reservations are subject to the terms and conditions set out in Sunwing's brochure or located on Sunwing's website located at [www.sunwing.ca](http://www.sunwing.ca)
  - You and your travel guest(s) must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the prize
  - Any lost or stolen, travel vouchers or certificates will not be replaced



- All airline tickets are subject to flight variations, work stoppage, and schedule or route changes
- Sunwing reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sunwing
- If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit
- Elements of the prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs
- You and your guest must comply with all applicable laws, including but not limited to, all local laws while in destination
- The prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Sunwing in its sole discretion

Sunwing reserves the right, in its sole discretion, to substitute and/or modify the prize or any portion thereof, with a prize of equal or greater value for any reason

**The approximate retail value of individual prize(s) offered is: \$3,150.00 based on four (4) persons consisting of two (2) adults (one of whom must be the winner) and two (2) children (under the age of 12) and include flights departing from the closest Canadian gateway to Cuba offered by Sunwing Airlines**

**The total approximate retail value of all prizes offered is: \$ 3,150 plus taxes.**

Where the prize or use of the prize involves travel, the winner and his/her travel companion, are responsible for obtaining a valid passport if applicable and/or other required travel documentation at their own expense. If the winner and his/her travel companion are unable to travel or use the prize because they lack proper documentation, the prize will be forfeited without compensation, and a new draw may be held. Winner may be required by hotel to provide a valid credit card to cover incidental expenses.

The winner must be available to travel and/or use prize on the dates mentioned in the prize description. Travel is valid from November 1, 2019 – October 31, 2020. If the winner is unable to travel/use the prize on the designated dates, the prize will be forfeited without compensation and a new draw may be held.



## 5. GENERAL RULES

**5.1.** To be declared a winner of a prize as a result of a random draw, the selected contestant must first correctly answer a mathematical skill-testing question.

**5.2.** By entering the Contest, you:

- a. declare you have read, agree to and have complied with the Contest Rules;
- b. declare you meet all criteria to enter the Contest and to accept and participate in the prize (if awarded);
- c. agree that subject to the accuracy of the response to the mathematical skill-testing question, if you are the winner of a prize, you agree to accept the prize as provided by CBC/Sponsor/Prize Provider;
- d. consent and agree that your name, city/province of residence, image, statements and/or voice and your entry may be shared with Sponsor/Prize Provider and may be used for promotional and other purposes related to this Contest free of charge by CBC/Sponsor/Prize Provider;
- e. your heirs, your successors and your assigns, release CBC and any Sponsor/Prize Provider as well as its/their respective parents, subsidiaries, affiliates, directors, officers, consultants, agents, volunteers and employees (the “**Contest Parties**”) from all liability for any damages, compensatory, direct, incidental, consequential or otherwise arising from your participation in this Contest, the use of your entry, and from the awarding, acceptance or use of the prize (if awarded).

**5.3.** If the prize allows the winner to be accompanied by one or more people anyone accompanying the winner in connection with the prize shall sign a release agreeing that their name, image and/or voice may be used for advertising purposes related to this Contest free of charge, and releasing the Contest Parties from all liability for any damage or loss arising from use of the prize.

**5.4.** The prize shall be accepted as is and may not be exchanged or refunded for an amount of money, sold or transferred. No substitutions will be allowed. Any portion of a prize not used for any reason will be forfeited.

**5.5.** If the prize cannot be awarded as described in these Rules, the Contest Parties reserve the right to substitute a prize or prize component with another of comparable value, as





determined in their sole discretion. In no event will CBC or Sponsor be liable for more than the stated number of prizes available to be awarded.

**5.6.** Refusal to accept the prize or a portion of the prize releases the Contest Parties from any obligation toward the winner with respect to that prize/portion of the prize.

**5.7.** In the event of a dispute or complaint regarding whether an entry contravenes the Contest Rules, entries will be deemed to have been submitted in accordance with the Contest Rules, by the authorized account holder of the account used to submit the applicable entry. You may be required to provide proof (in a form acceptable to CBC) that you are the authorized account holder of the account used to submit the applicable entry and, if applicable, that you have all necessary consents, permissions and/or licenses as required by these Contest Rules. If CBC determines (in its sole discretion) that an entry contravenes the Contest Rules, the entry will be automatically disqualified from the Contest.

**5.8.** The decisions of the CBC with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or entries.

**5.9.** CBC reserves the right to amend the Contest Rules or to terminate the Contest at any time without any liability to any contestant. Any amendments to these Contest Rules will be posted on the Website. Without limiting the foregoing, CBC reserves the right to, without prior notice, adjust any of the dates and/or time frames stipulated in these Contest Rules, to the extent necessary, as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the CBC, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

**5.10.** For the award of a prize by voting method, CBC reserves the right to cancel any vote deemed unlawful or illegitimate and to make adjustments accordingly in calculating the number of votes received by the participant.

**5.11.** The Contest Parties assume no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete entries; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Contest for any reason including but not limited to: mistaken addresses on mail or e-mail;



technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; lost, late, incomplete, illegible, incomprehensible or misdirected entries; bugs, failures in services, hardware or software transmission failure or loss, delayed or corrupted data transmission; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to the Contest; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer this Contest; (vii) prizes that are lost, damaged or misdirected during shipping; (viii) loss, damage, defects, or inability to use the prize once awarded to the winner for any reason whatsoever.

**5.12.** Social media or other platforms used for this Contest, and their respective parents, subsidiaries, affiliates, directors, officers, consultants, agents, volunteers and employees shall not be responsible for any damages, compensatory, direct, incidental, consequential or otherwise, with respect to or in any way arising from damages to participants occasioned by participating in the Contest or downloading any information associated with the Contest.

**5.13.** You agree that in your use of social media or other platforms for this Contest, including but not limited to chat areas, and the registration and use of social media accounts, user names or group names, you will not use obscene, libelous or slanderous language, or language which infringes upon a third party's trademark, trade name or other intellectual property right or right to privacy.

**5.14.** Contestants found tampering with or abusing any aspect of this Contest, including but not limited to acting in violation of these Rules, attempting to participate in the Contest more than the maximum number of times allowed, acting with the intent to disrupt the normal operation of this Contest, as determined by CBC, will be disqualified. The discovery of any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the contestant utilizing the same in CBC's sole and absolute discretion.

**5.15.** When the Contest Rules allow entry via Facebook, Twitter or any other social network, the terms of use of these social networks apply and the social network, as well as its directors and officers, assume no liability whatsoever in connection with the Contest.



**5.16.** CBC reserves the right to cancel or suspend this Contest in its sole discretion for any reason including but not limited to corruption of the security or proper administration of the Contest as a result of a bug, virus, tampering or other cause. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, CBC reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

**5.17.** Personal information collected at the point of entry, such as your name, age and contact information, is collected by CBC and will be stored and used by CBC and the Sponsor/Prize Provider or their representatives solely for the purposes of administering this Contest as well as for any other purpose you may have opted into at the time of entry. By providing your personal information, you expressly consent to these terms. Please see CBC's privacy policy at <https://cbc.radio-canada.ca/en/vision/governance/corporate-policies/secretariat/protection>. CBC is not responsible for the privacy policies of the Sponsor/Prize Provider or their representatives.

**5.18.** If the identity of a contestant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the contestant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected contestant may be required to provide proof that (s)he is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server.

**5.19.** Odds of winning depend on the number of eligible entries. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, using any robotic, automatic programmed method that artificially increases the odds of winning or do not conform to or satisfy any condition of the rules may be disqualified by the CBC. CBC is not responsible for any errors or omissions in printing or advertising this Contest.

**5.20.** In the event of any discrepancy or inconsistency between these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; French version of these Contest Rules, and/or any instructions or interpretations of these Contest Rules given by any representative of CBC or the Sponsor/Prize Provider or the CBC Terms of Use, the terms



and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.

**5.21.** The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if such provision were not contained herein.

**5.22.** By entering, you agree to abide by the Contest Rules and the decisions of CBC, Sponsor/Prize Provider and/or the Judging Panel, which decisions are final and binding on all contestants.

**5.23.** The Contest shall be deemed to be entered into pursuant to, and your agreement to enter and abide by the rules of the Contest shall be construed, performed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. By your submission of the registration form you agree to attorn to the exclusive jurisdiction of the courts of Ontario.

If you have any accessibility requirements or special needs in relation to this Contest, please contact the contest coordinator, as noted below.

November 20th 2019  
Amy Baker  
Associate Marketing Manager  
amy.baker@cbc.ca  
CANADIAN BROADCASTING CORPORATION