



VIA Rail Canada

CONTEST

"GET HERE CONTEST with Tourism Kingston"

Contest Rules

VOID WHERE PROHIBITED BY LAW

1. The Contest is held by VIA Rail Canada Inc. (the "**Contest Organizer**"). The Contest runs online from Monday, November 6th, 2023 at 08:00:00 a.m. (ET) to Sunday, November 12, 2023, at 11:59:59 a.m. (ET) (the "**Contest Period**").

ELIGIBILITY

2. The Contest is open to residents of Canada who have reached the age of majority in their province or territory of residence. Employees, agents and representatives of the Contest Organizer, of any company, corporation, trust or other legal entity controlled by or affiliated to them, of their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse, and any individuals with whom such employees, agents and representatives are domiciled, are not eligible.

HOW TO ENTER

No purchase necessary

3. To enter, proceed as follow before the end of the Contest Period:
 - 3.1 **Method 1: Instagram® Entry.**

To enter the Contest, Eligible Participants must:

- a) Follow @viarailcanada and @visitkingstonca Instagram pages;
- b) Like the Contest post;
- c) Tag a friend in the comments section.

- 3.2 **Method 2: Facebook® Entry.**

To enter the Contest, Eligible Participants must:

- a) Like @VIARailCanada and @VisitKingstonCA Facebook pages;
- b) Like the Contest post;
- c) Tag a friend in the comments section.

4. **Limits.** Entrants must respect the following limits, otherwise they may be disqualified:

4.1 Only one (1) entry per person per e-mail address.

5. By entering, you acknowledge that you are a Canadian resident and have reached the age of majority in your province or territory, and you agree to be bound by the terms and conditions of these Contest Rules.

PRIZE

6. **One (1) prize will be awarded to an entrant selected by random draw. The prize includes:**

- **One (1) return trip by train for two (2) people in Business class. Valid between any departure city within the Québec City – Windsor corridor and Kingston. (\$1,800 value)**
- **A two-night stay at The Secret Garden Inn for two – Double occupancy room. (\$500 value)**
- **One afternoon Tea for two at The Secret Garden Inn.**
- **A Kingston maker's box to include in-room. (\$70 value)**
- **Up to \$350 in attraction tickets to redeem when you visit.**
- **One \$100 gift card to Kingston restaurant of winner's choice**

6.1 The following conditions apply to the prizes:

- a) The trip must be completed between December 1st, 2023, and June 30, 2024, inclusively, subject to train and hotel availability, and availability of attraction experiences dependent on date of trip.
- b) Blackout Dates:
 - i. December 23rd, 2023
 - ii. April 5-9, 2024
- c) Any fees and expenses other than those mentioned above will be borne by the winner, including, without limitation, roundtrip transportation from their home to the station of departure and arrival of the train as well as transportation during the trip, personal insurance, taxes, tips, meals and drinks, long distance telephone calls and personal expenses.
- d) Arrangements regarding the booking of the trip must be made through e-mail or by phone directly with the sponsorship department at VIA Rail Canada.

DRAW

7. The draw will take place in Montreal on November 13, 2023, at 1:00PM (ET). One (1) winner will be selected at random from among all eligible entries received during the Contest

Period. The winner will be contacted by the Contest Organizer through Instagram Private Message or Facebook Messenger.

8. **Odds of winning.** The odds of an entrant's entry being selected depend on the number of eligible entries registered and received during the Contest Period.

AWARDING OF THE PRIZE

9. To be declared a winner, a selected entrant must:
 - 9.1 After being contacted by the Contest Organizer through Instagram Private Message or Facebook Messenger, provide an answer within the next forty-eight (48) hours. Failure to do so will result in the entrant's disqualification and a new potential winner will be selected.
 - 9.2 Correctly answer the mathematical skill-testing question that will be emailed or asked during a telephone call to take place at a mutually agreed upon time.
 - 9.3 Fill out and sign the declaration and release form (the "**Declaration Form**") that the Contest Organizer will provide to the selected entrant by mail or e-mail to the effect that, among other things, the person has fulfilled all the requirements of these Contest Rules, and return it to the Contest Organizer within two (2) days of its receipt;
 - 9.4 Upon request and in a timely manner, provide a piece of photo identification.
10. Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the selected entrant to be disqualified. In such a case, the Contest Organizer may, at its sole discretion, cancel the prize or hold a new draw until an entrant is selected and declared a winner.
11. Within five (5) days following the receipt of the duly completed and signed Declaration Form, the Contest Organizer will contact the winner with instructions on how to claim their prize.
12. The Contest Organizer will announce the conclusion of the contest on its Instagram and Facebook page once the latter has been selected and contacted, met the above-mentioned conditions, and signed and returned the Declaration Form to the Contest Organizer. The identity of the winner will not be shared publicly for purposes of confidentiality.

GENERAL CONDITIONS

13. **Verification.** Entry Forms and Declaration Forms are subject to verification by the Contest Organizer. Any Entry Form or Declaration Form which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late, bearing an invalid e-mail address or otherwise noncompliant shall be rejected and will not entitle to an entry or to the prize, as the case may be. In the same manner, any mistake in the answer to the mathematical skill-testing question will result in the rejection of the registration of the person concerned.

14. **Disqualification.** The Contest Organizer reserves the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities.
15. **Disturbing the conduct of the Contest.** Any attempt to deliberately damage the Contest web site and/or any related web site or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizer reserves the right to reject the entrant's entry and obtain legal or equitable relief under applicable laws.
16. **Acceptance of the prize.** Prize must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person or exchanged for another prize or for cash, except as provided in the section below.
17. **Substitution of the prize.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizer to award the prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a prize of the same kind and of equivalent value to the prize or the portion of the prize that cannot be awarded or, at their sole discretion, the cash value of the prize (or portion thereof) as indicated in these Contest Rules. This choice, as applicable, must be indicated on the form referred to in section 8.3 herein and may not be amended once made. Certain restrictions, especially with respect to periods of travel, cabins and routes apply to travel credits and will be communicated in due time to the winner before they proceed to make their choice, as the case may be.
18. **Liability limit: participation in the Contest.** Persons who enter or try to enter this Contest release the Contest Organizer, Instagram, Facebook, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, agents and representatives (the "**Released Parties**") from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
19. **Liability limit: use of the prize.** By entering the Contest, the entrant selected for a prize releases and holds harmless the Released Parties with respect to any damage resulting from the acceptance or use of the prize.
20. **Liability limit: supplying of the prize.** The entrant selected for a prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the provider of services and goods related to the prize.
21. **Website.** The Contest Organizer does not warrant that access to or use of the Contest web site or any related web site will be uninterrupted during the Contest Period or error-free.
22. **Liability limit: conduct of the Contest.** The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's participation in the Contest or that could prevent the selection of the winner: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; and any transmission that is faulty, incomplete, incomprehensible or erased by any computer or

network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or other, and by the transmission of any information related to participation in the Contest.

23. **Contest modification.** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules, subject to approval by the *Régie des alcools, des courses et des jeux* du Québec, if required.
24. **Termination of participation in the Contest.** In the event that the computer system would not be able to register all Contest entries during the Contest Period for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Contest Organizer may, at its sole discretion, proceed with the draw among the entries duly registered and received during the Contest Period or, as the case may be, up to the date of the event that ended participation in the Contest.
25. **Instagram® and Facebook®** This Contest is not managed or sponsored by Instagram nor Facebook. Any questions, comments or complaints regarding the Contest must be directed to the Contest Organizer and not Instagram nor Facebook. Instagram, Facebook and all its affiliates, directors, officers, agents and employees are not liable for any claims arising out of or in connection with the organization of this Contest. The participants' personal information is shared only with VIA Rail Canada, not Instagram or Facebook. However, by participating in this Contest, each participant agrees to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing the Instagram and Facebook platforms and disclaims all liability of the Contest Organizer, any company, corporation, trust or other legal entity controlled by or affiliated with them, their advertising and promotional agencies, their employees, agents and representatives in regards to any damage that could arise from the use of this platform.
26. **Authorization.** By entering this Contest, any entrant selected for a prize authorizes the Contest Organizer and its representatives to use, if required, their name, photo, likeness, voice, place of residence and/or statement regarding the prize for publicity purposes, without any form of compensation.
27. **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the Contest Organizer' initiative.
28. **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.
29. **Entrant identification.** For the purpose of these Contest Rules, the entrant is the person whose name appears on the Entry Form and it is to this person that the prize will be awarded if they are selected and declared a winner.

30. **Contest Organizer's decision.** Any decision by the Contest Organizer or its representatives regarding this Contest is final and without appeal, subject to a ruling by the *Régie des alcools, des courses et des jeux* du Québec on any issue under its jurisdiction.
31. **Dispute.** For Quebec residents, any dispute respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* du Québec for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie* for the purpose of helping the parties reach a settlement.
32. **Unenforceability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.