

## “Winterlude” Contest - Official Contest Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

PORTER ESCAPES “Winterlude” CONTEST (THE “CONTEST”) IS INTENDED FOR LEGAL RESIDENTS OF ONTARIO WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY AND WHO DID NOT PURCHASE ITEMS FOR PURPOSES OF ENTERING AND IS GOVERNED BY CANADIAN LAW. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

**1) Eligibility:** The Contest is open only to legal residents of Ontario, Nova Scotia and New Brunswick who are at least eighteen (18) years old at the time of entry and who did not purchase items for purposes of entering the Contest. In order to claim or use the Prize, a winner (“Winner”) and/or his or her designated guest (“Guest”) may also be required to meet additional requirements, terms and conditions applicable to the use thereof, including but not limited to requirements relating to travel on Porter Escapes. Porter Escapes Inc. (“Porter”) will not be liable for any failure by any Winner to meet such requirements nor have any obligation to provide any alternative prize components. Employees and agents of Porter and/or any of its agencies affiliated with the Contest, including prize providers, and the immediate family (spouse, parent, sibling, child) or members of their same households (whether related or not) of any of the above are not eligible to participate in the Contest. Porter shall have the right at any time to require proof of identity, date of birth and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal information requested by and provided to Porter for the purposes of the Contest must be truthful, complete, accurate and in no way misleading. Porter reserves the right, in its sole discretion, to disqualify any entrant should such an entrant provide untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2) Entry Constitutes Agreement to Official Contest Rules:** By participating in the Contest, each entrant fully and unconditionally agrees to and accepts these Contest Rules and the decisions of Porter, which are final and binding in all matters related to the Contest. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**3) Contest Period:** The Contest entry period (“Contest Entry Period”) begins on January 23, 2018 at 9:00 AM EST and ends on January 25, 2018 at 6:00 PM EST, after which time the Contest will be closed and no further entries shall be accepted.

**4) Contest Entry:** There is no purchase necessary to enter the Contest. Individuals may enter during the Contest Entry Period using the methods outlined below. No entries will be accepted by any other means. All entrants must visit the contest website <https://porterescapes.com/Ottawa> (the "Contest Website") to review and accept the Contest Rules prior to entry, and the submission of an entry confirms their acknowledgement of, agreement to the Contest release ("Release") (as described in greater detail below), and all other Contest Rules.

As described on the Contest Website, during the Contest Entry Period all online entrants must (i) like the post ii) follow @PorterEscapes and @andazottawa on Instagram, and (iii) tag the person who you wish to bring with you to experience Winterlude. One entry is earned for every original image submission that is shared as outlined above. The same photo can be shared further across Instagram, but will only be accounted for once per entrant.

Each entrant may be required to provide Porter with proof that such individual fulfills the eligibility requirements. Any disputes as to the qualifying entrant will be decided by Porter in its sole discretion.

**5) Prize:** One prize ("Prize") to be won in total. The prize consists of a 2 night stay on February 2 to 4, 2018 at the Andaz Ottawa Byward Market for 2 adults in a Standard Room. Package includes round-trip flight on Porter Airlines to Ottawa from applicable Porter gateway. Taxes and fees for the associated flights are included in the Prize. The approximate retail value of each Prize is \$2800. The Winner is responsible any other transportation costs to and from the departure airport.

Prize winner will be selected at 10:00 a.m. ET on January 26, 2018, at Porter's offices in Toronto, Ontario. The odds of being selected in the Contest draw depend on the total number of eligible entries received during the Contest Period.

**6) Winner Requirements:** The Potential Winners will be notified via Direct Message on Instagram by end of day on January 26, 2018. The entrant must sign and return a Declaration of Compliance, Liability and Publicity Release, in the form prescribed by Porter, agreeing to all the requirements outlined within it within 24 hours. If the Potential Winner does not reply to the notification within the 24-hours limit provided above, is ineligible, or cannot or does not comply with the Contest Rules, the Potential Winner will be disqualified, the prize will be forfeited and an alternate Winner may be selected, at Porter's discretion, in a second chance drawing of all eligible entries received during the Contest Entry Period.

Potential Winners will be required to answer a time-limited skill testing question without assistance, in order to be eligible to be confirmed as a Winner and receive a Prize. Receiving a Prize is contingent upon compliance with these Contest Rules. If a Potential Winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release within the required time period (if applicable), fails to correctly answer the skill-testing question (if applicable), or the Prize is returned as undeliverable, the Potential Winner forfeits the Prize. In the event that a Potential Winner is disqualified for any reason, an alternate Potential Winner will be drawn. If after three (3) attempts a Contest Winner is not confirmed, the applicable Prize will remain un-awarded. In the event that a Potential Winner is disqualified for any reason, Porter will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded. Acceptance of any Prize shall constitute and signify Winner's agreement and consent that Porter may use the Winner's name, city, state, likeness, photo and/or prize information in connection with the promotion, worldwide of the Contest, and/or Porter, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. By entering and/or participating, Entrants agree (i) to be bound by these Contest Rules, (ii) that the decision of the Porter is final and binding on all matters relating to the Contest; (iii) to be contacted by Porter by e-mail or other electronic media, telephone and/or mail; And (iv) to release and hold Porter and the Released Parties (defined in Rule 9 below) from and against any and all liability for injuries and/or damages (including death) sustained in connection with acceptance, possession, use and/or misuse of the Prize or related to participation in the contest. Except where prohibited by law, by accepting the Prize, the winner consents to the use of his or her name, voice, picture or other likeness for advertising, promotional and other purposes in any media as determined by Porter without further approval or compensation.

Provided that the Winner has executed and delivered any applicable tax forms, the Winner has/have executed and delivered the Liability and Publicity Release, and that the Winner meets the eligibility requirements of this Contest, the Prize will be distributed as soon as possible after Winner has been successfully contacted and has fulfilled the requirements set out herein.

The Prizes may not be exchanged for cash, are non-transferable, non-refundable, non-saleable, and must be accepted as awarded, without substitutions. No Winner is entitled to the dollar value of any Prize in lieu of the Prize itself and no Winner is entitled to the monetary difference between the actual Prize value and the stated approximate Prize value, if any. The Prize is awarded “as is” with no warranty or guarantee, either express or implied, by Porter. In the event the Prize, or any portion thereof, cannot be awarded as described in these Contest Rules, Porter has the right, but not the obligation, to substitute a prize of equivalent or greater retail value. Porter will not be responsible if weather conditions or other factors beyond Porter’s reasonable control prevent the Prize or part of the Prizes from being fulfilled. All federal, provincial and municipal taxes and any other costs and expenses associated with acceptance and use of the Prize that are not specified herein are the sole responsibility of the Winner.

**7) Operation of the Contest:** All entries become the property of Porter which assume no responsibility for (i) lost, stolen, delayed, damaged or misdirected entries; (ii) entries which fail to comply with the Contest Rules; and/or (iii) any failure of the Contest Website, or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or failure of any entry to be received by Porter on account of technical problems. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of the Contest Rules and criminal and civil laws, and should such an attempt be made, Porter reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entrants agree to abide by the Contest Rules. Porter reserves the right, in its sole discretion, to terminate the Contest or any Contest-related activities, in whole or in part, and/or modify, amend or suspend the Contest or any Contest-related activities, and/or the Contest Rules in any way, at any time, for any reason, without prior notice. Any changes will be posted on the Contest Website.

Decisions of Porter on all matters related to the Contest are final. Porter reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Porter, in its sole discretion. Porter reserves the right to disqualify or prohibit the participation of any individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Contest Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL & CIVIL LAWS. PORTER RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

**8) Releases:** Each Winner and Guest will be required to execute and deliver to Porter a legal release in a form prescribed by Porter (“Release”) that confirms, among other things, as applicable: (i) the Winner’s eligibility for the Contest and compliance with these Contest Rules; (ii) the Winner’s acceptance of the Prize as offered; (iii) the

Winner's and Guest's respective release of Porter, and their respective parent, related and affiliated companies and entities, subsidiaries, members, dealers, advertising agencies, franchisees, promotional agencies, prize providers and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, advisors, assignees, and all others associated with the development and execution of the Contest (collectively, the "Released Parties") from any and all liability in connection with this Contest or participation in any Contest related activities; and (iv) the Winner grants to Porter of the unrestricted right, in Porter's discretion, to produce, reproduce, publish, broadcast, exhibit, distribute and otherwise use or re-use the Winner, 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. These Contest Rules are additional to and do not supersede the Release and in the event of any conflict between the Release and these Contest Rules, the Release will prevail. In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decision of Porter will be final.

**9) Minors:** Where Guest(s) is under the age of majority in his/her province of residence, as a pre-condition to the Guest being entitled to participate in the Prize, the parent or legal guardian of the Guest must consent in writing to the Guest participating in the Prize and must also sign and return to Porter the release documentation (see Rule 9).

**10) Conduct:** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted on the Contest Website throughout the Contest Period. The entrant agrees to be bound by any decision of Porter in connection with the Contest, which will be final and binding in all respects. Porter reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry and registration process, and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Winners must at all times, and ensure their Guest at all times, behave appropriately when taking part in the Contest, the Prize and any media obligations and observe the Contest Rules and any other rules or regulations in force online, and/or in any other medium, or in any other locations. Porter reserves the right to remove from any of these locations, any Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner. Porter reserves full rights to deny or halt any Winner or Guest access to the Prize and/or participation in the Prize if such Winner or Guest is rowdy or intoxicated as determined in Porter's, and/or Event staff's discretion.

**11) Indemnification:** By entering this Contest, each entrant acknowledges compliance with, and agrees to be bound by, these Contest Rules and by the decisions of Porter, which are final and binding on all matters pertaining to this Contest. Porter reserves the right to disqualify any entrant who does not abide by these Contest Rules or who tampers with the entry process. Entrants, including Winners, save, release and hold harmless the Released Parties from and against any and all manner of action, causes

of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage which the entrants or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance, use and/or misuse by the entrant of any Prize. In no event will Porter be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of or relating to any entrant's participation in the Contest, or the acceptance, possession, participation in, use or misuse of any Prize by any entrant or winner or while traveling to or from any Prize-related activity.

**12) Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission. Porter is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Porter, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Contest Rules to be available and/or claimed, Porter reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. The entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, misuse of or failure to receive any Prize by any Winner.

Porter assumes 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 Porter, such as tampering, unauthorized intervention, technical failures, security, integrity or proper conduct of this Contest, the Contest Website, and/or the Contest Entry Form.

Neither Porter, Porter Affiliates, Instagram nor their respective directors, officers, employees, agents and assigns, harmless from and against any and all claims and liability (the "Released Parties") are responsible for and entrants release each from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the entrant's ability to submit an entry, register a vote, claim a prize, or otherwise participate in this Contest, or a Released Party's ability to include all eligible entries, votes, judging, notify potential winners, or otherwise execute this Contest in the manner intended. Entrants further release and agree to indemnify the Released Parties from all liability, claims or actions of any kind for injuries, death, damages, or losses to persons or property alleged to have been sustained in connection with this Contest including, but not limited to: (a) the receipt, ownership or use of any prize awarded; (b) any travel or prize-related activity; (c) any typographical or other error in these Contest Rules or any other materials disseminated by Sponsor; and (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an entrant or Released Party.

**13) Personal Information:** Information collected from entrant is subject to Porter's Privacy Policy and the applicable provisions of these Contest Rules. By participating in the Contest, The Winner and Guest: (i) grants to Porter the right to use personal information, including his/her name, mailing address, telephone number, voice and/or likeness ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner; (ii) grants to Porter the right to use his/her Personal Information for publicity and promotional purposes, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that Porter may disclose his/her Personal Information to third-party agents and service providers of Porter, including, but not limited to, its advertising and promotional agencies, in connection with any of the activities listed in (i) and (ii) above. Porter will use the Personal Information only for identified purposes.

**14) Intellectual Property and Company Information:** All intellectual property, including but not limited to, trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Porter and/or its 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.

**15) Severability:** If any provision(s) of these Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**16) Governing Law:** The Contest is subject to all applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable governing laws or the policy of any other entity having jurisdiction over Porter. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Porter in connection with the Contest will be governed by and construed in accordance with the laws of the province of Ontario and laws of Canada applicable herein, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

**NO AFFILIATION WITH INSTAGRAM:**

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or any named or depicted third party sponsors or the individual athletes whose likeness may appear from time to time on the Contest Site. Any questions, comments or complaints regarding the Contest should be directed to Porter, not Instagram, nor any named or depicted third party sponsor as described above.