



VIA Rail Canada⁺

"VIA40"
CONTEST

Contest Rules
VOID WHERE PROHIBITED BY LAW

1. The Contest is held by VIA Rail Canada Inc. (the "**Contest Organizer**" or "VIA Rail"). The Contest runs online from May 17, 2018, at 08:00:00 a.m. (ET) to June 17, 2018, at 11:59:59 p.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, VIA Rail retirees 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 that have worked on 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 described in section 3.1 or 3.2 before the end of the Contest Period:
 - 3.1. **Participation with reservation of train ticket.** Make a reservation for the purchase of one or more train tickets from VIA Rail Canada and you will automatically receive one (1) entry into the Contest, if you meet the eligibility requirements to enter the contest and provide valid e-mail and phone number.
 - 3.2. **Online participation.** Visit the contest landing page on VIA Rail Canada's website www.viarail.ca/en/VIA40-contest. The link to the contest will be shared through newsletters, VIA Rail's Facebook page and other promotional channels (such as Instagram, YouTube and paid media) and then proceed as followed:
 - 3.2.1. Fill out the registration form (first name, last name, email address and phone number).
 - 3.2.2. When entering, you will have to check the box to acknowledge that you have read and agreed to these Contest Rules.

3.2.3. Click on "Submit" before the end of the Contest to submit one (1) basic entry into the Contest.

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

- 4.1. Only one (1) basic entry per person either by proceeding to a reservation of a train ticket OR by completing the online registration form
- 4.2. Only one (1) email address per person, should the person have more than one.
- 4.3. In case of cancellation of your reservation, you will lose the right to such automatic participation and your name will be removed from the list of participants unless you make another reservation during the contest period

PRIZES

5. Forty (40) prizes will be offered, each consisting of round-trip train fare for two (2) people to the destination of their choice on VIA Rail's network. The total value of the contest is estimated at \$245,094.

6. The following conditions apply to the prizes:

- 6.1. Valid for the winner and his/her travel companion for one-way or round-trip travel on the VIA Rail network.
- 6.2. The winner and his/her travel companion must share the same round-trip itinerary and must therefore travel together on the same trains, dates and classes of service. If travelling in double occupancy sleeper accommodation (Cabin for Two or Berths for Two), both travelers must travel in the same unit.
- 6.3. The travel companion must be the same person throughout the trip.
- 6.4. The departure of any segment must commence no later than December 31, 2019.
- 6.5. Travel arrangements must be made in only one reservation.
- 6.6. The reservation must be made by an agent at the VIA Customer Centre (1-888-842-7245).
- 6.7. No changes to the reservation will be accepted once the first segment has started, unless the change is required due to VIA Rail's operational constraints.
- 6.8. For round trips, travel must commence from and return to the same station. Open-Jaw type tickets are not valid.
- 6.9. A traveler departing from a city between Vancouver and Halifax that wishes to do a coast-to-coast trip may leave from his/her departure city, travel to

Halifax/Vancouver, return to Vancouver/Halifax, and then return to his/her departure city. Exceptions may apply for travelers departing from a city outside the VIA Rail coast-to-coast route (i.e., Vancouver – Winnipeg - Toronto – Ottawa – Montréal – Québec City – Halifax and any cities in between).

- 6.10. To complete a coast-to-coast trip or any other trip that requires to pass by the original city of departure, **stopovers** at the original city of departure are not allowed. The term "**stopover**" is defined as any break in a through journey of a duration of four (4) hours or more including the time between connecting trains, or any change in fare plan or class of service. In this case, Toronto includes Guildwood station, Montreal includes Dorval and St.Lambert stations, Ottawa includes Fallowfield station, and Quebec City includes Ste-Foy and Charny stations.
- 6.11. Upon traveler request, one (1) **stopover** will be allowed on the *Canadian* (between Vancouver and Toronto), one (1) **stopover** will be allowed on the *Ocean* (between Montréal and Halifax) and three (3) **stopovers** will be allowed between Windsor and Québec City.
- 6.12. The reservation must be made in the following fare classes:
 - 6.12.1. Travel in Economy class: Economy, Escape;
 - 6.12.2. Sleeper Plus: upper berth – discounted, lower berth – discounted, cabin for one – discounted, cabin for two – discounted;
 - 6.12.3. Touring class: Touring.
- 6.13. Not valid for travel in Prestige or Business class.
- 6.14. Upgrades are not allowed. Prize has no value and cannot be exchanged for a higher-priced class or accommodation.
- 6.15. Meals are included on meal-inclusive services (upper berth – discounted, lower berth – discounted, cabin for one – discounted, cabin for two – discounted and Touring). Meals are not included when travelling in Economy class.
- 6.16. VIA Préférence or any other loyalty program does not apply.
- 6.17. VIA40 Anniversary train ticket is not valid for partnered services.
- 6.18. VIA40 Anniversary train ticket is non-transferable.
- 6.19. Travelers must present government-issued photo identification matching the names of the travelers on the tickets/boarding passes at any time upon request of VIA personnel.
- 6.20. Prize excludes items which are normally purchased on board the train (alcoholic beverages, meals and snacks, souvenirs, etc.), transfers, hotels, meals off of

the train, sightseeing, and other incidental expenses and applicable taxes or fees.

6.21. Restrictions are subject to change.

DRAW

7. On Tuesday, June 19, 2018, the draw will take place in Montréal, Quebec at approximately 10:00 a.m. ET. Forty (40) winners will be selected by random draw from all eligible entries received during the Contest Period. The winners will be contacted by the Contest Organizer through email or by phone, at the Contest Organizer's sole discretion.
8. **Odds of winning.** The odds of an entrant's entry being selected depend on the number of eligible participations registered and received during the Contest Period.

AWARDING OF PRIZES

9. To be declared a winner, a selected entrant must:
 - 9.1. After being contacted by the Contest Organizer through email or by phone, provide an answer within one (1) week in the manner prescribed by the Contest Organizer and confirm that they respond to the eligibility requirements. Failure to do so will result in the entrant's disqualification, and a new potential participant 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, fax or email 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 five (5) days of its receipt.
 - 9.4. Agree to provide to the Contest Organizer, if you are selected and declared a winner, a photo of you with your prize when received (VIA40 anniversary train ticket). You also authorize the Contest Organizer to use, inter alia, your photo and your name, in accordance with Article 28 of this Regulation
 - 9.5. Upon request and in a timely manner, provide a valid piece of photo identification.
10. The winner's travel companion must sign the Declaration Form provided in compliance with section 9.3 of these Contest Rules and confirm that he/she fulfills the eligibility conditions as set forth in these Contest Rules to take part in the prize.
11. Failure to comply with one of the conditions mentioned in these Contest Rules, including but not limited to eligibility requirements, or to accept the prize as awarded 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.

12. Within one (1) week following the receipt of the duly completed and signed Declaration Form, the Contest Organizer will contact the winner with instructions on how to claim his/her prize.
13. The Contest Organizer will announce the winners on its Facebook page once they have been declared winners as per these Contest Rules. The winners' names may also be announced across other promotional channels (such as Instagram, Twitter, newsletter, VIA Rail website, etc).
14. Each winner will then be asked to provide the Contest Organizer with a picture of himself/herself holding his/her prize (VIA40 Anniversary train ticket) no later than one week after receipt of the prize. The prize will be delivered by mail in the time frame to be confirmed by the Contest Organizer.

GENERAL CONDITIONS

15. **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 email address or otherwise noncompliant will be rejected and will not entitle the entrant 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.
16. **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.
17. **Disturbing the conduct of the Contest.** Any attempt to deliberately damage the Contest website and/or any related website 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.
18. **Acceptance of the prize.** Prizes 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.
19. **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.

20. **Liability limit: participation in the Contest.** Persons who enter or try to enter this Contest release the Contest Organizer, 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.
21. **Liability limit: use of the prize.** By entering the Contest, the entrants selected for a prize release and hold harmless the Released Parties with respect to any damage resulting from the acceptance or use of the prize.
22. **Liability limit: supplying of the prize.** Entrants selected for a prize acknowledge that upon awarding of the prize, the obligations related to it become the responsibility of the provider of goods and services related to the prize.
23. **Website.** The Contest Organizer does not warrant that access to or use of the Contest website or any related website will be uninterrupted during the Contest Period or error-free.
24. **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 winners: 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.
25. **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.
26. **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.

27. **Facebook.** This Contest is not managed or sponsored by Facebook. Any questions, comments or complaints regarding the Contest must be directed to the Contest Organizer and not Facebook. 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, not 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 Facebook platform 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.
28. **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. Notably, by entering the Contest, you agree to provide the Contest Organizer with a picture of yourself holding your prize (VIA40 Anniversary ticket) when received/delivered, in the event you are selected and declared a winner, and you authorize the Contest Organizer to use your photo and your name, among other things, for publicity purposes, without any form of compensation.
29. **Communication with entrants.** No communication or correspondence related to this Contest will be exchanged with entrants except as provided for in these Contest Rules or at the Contest Organizer's initiative.
30. **Personal information.** Entrants' personal information collected for the purpose of the Contest will be used only 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.
31. **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.
32. **Minor travel companion.** In the event that a travel companion is a minor, a parent or legal guardian of the minor must sign the Declaration Form and accept the invitation on his/her behalf for the travel companion to take part in the prize.
33. **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.
34. **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.

35. **Unenforceability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section will be considered invalid, but all unaffected sections will be applied within the limits of the law.