

"VIP Getaway by Train" CONTEST

Contest Rules

1. The Contest is held by VIA Rail Canada Inc. (the "Contest Organizers"). The Contest runs on the Internet from April 12th, 2011 to April 22nd, 2011 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 his province or territory of residence. Employees, agents and representatives of the Contest Organizers, 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. "Cookies" must be accepted to enter the Contest.

PRIZE

3. **One (1) prize is offered. The prize consists of an all-inclusive package for a week-end for four persons at the chosen destination, of an approximate value of \$5,000 including:**
 - 3.1 **Round-trip transportation by train in Business class from the station located in any city served by VIA Rail on the Québec City-Windsor (Ontario) train corridor to the city chosen among the four offered;**
 - 3.2 **Two (2) nights in double occupancy in a luxurious Fairmont Hotel in the city selected;**
 - 3.3 **Limousine service at the destination chosen for one day (maximum 10 hours which must be consecutive);**
 - 3.4 **\$1,000 pocket money;****The winner may choose to get a travel credit from the Contest Organizers in the amount of \$5,000 in lieu of the prize as described herein, subject to the terms and conditions of the present Contest Rules.**

The following conditions apply to the prize:

- a) The winner's guests must have the age of majority;
- b) The trip must be completed between May 1st, 2011 and August 31st, 2011 inclusively;
- c) Any fees and expenses other than those mentioned above will be borne by the winner and/or his guests, including without limitation round-trip transportation from his 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) The arrangements regarding the trip must absolutely be made by the winner with the Contest Organizers, within the time prescribed by the Contest Organizers. The winner must provide to the Contest Organizers the name and contact information of the winner's guests as well as a copy of a piece of identification, if required. No changes will be accepted once the arrangements are completed;
 - e) If a portion of the package is not used during the trip, no compensation will be awarded to the winner or to the persons accompanying him;
 - f) The value of the prize was calculated notably based on a trip for four (4) persons from Quebec City to Toronto as a guideline, including the maximal use of the limousine, and may vary depending on the actual city of departure and the chosen destination. No compensation will be paid to the winner or guests if the actual value should be less than the approximate value given above;
 - g) Any winner's guest must sign a declaration and release form as provided under section 8.3 herein and confirm that he has fulfilled all the requirements of these Contest Rules in order to take part in the trip;
 - h) The Contest Organizers have the right to choose in their sole discretion the suppliers of the services offered in the context of the prize.

HOW TO ENTER

No purchase necessary

- 4. To enter, proceed as follows before the end of the Contest Period:
 - 4.1 Go to www.viarail.ca, click on the advertisement related to the Contest to access the application "Win a \$5000 VIP Getaway / Gagnez une escapade VIA!" on the Facebook platform, click on "Like", then "Enter now!" and authorize said application. The application is also available on the welcome page of VIA Rail Canada on Facebook as well as in the tab "VIA VIP Contest" on that same page.
 - 4.2 You will then be invited to specify your choice from four (4) destinations (Québec City, Montréal, Ottawa and Toronto) and to select up to three (3) of your friends that you might invite;
 - 4.3 Fill out the entry form by entering your last name, first name, day phone number including the area code and your e-mail address;
 - 4.4 By participating, you declare that you are a Canadian resident having the age of majority in your province or territory of residence and you agree to be bound by all the terms and conditions of the present Contest Rules;
 - 4.5 Click on "Submit". A confirmation message will appear and you will automatically obtain one (1) entry in the Contest.

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

5.1 Only one (1) entry per person;

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

DRAW

6. At 10 am on April 26th, 2011, in Montréal at the office of the agency PALM+Havas in charge of the conduct of the Contest, a random draw of one (1) eligible entry will be held among all entries registered and received during the Contest Period.

7. **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

8. To be declared a winner, any selected entrant must:

8.1 Be reached by phone or by e-mail, at the sole discretion of the Contest Organizers, within two (2) business days following the draw. Should a selected entrant be reached by e-mail, he must reply in accordance with the instructions given in the e-mail, as the case may be. Return of an e-mail prize notification as undeliverable will result in disqualification and selection of a new entrant;

8.2 Correctly answer the mathematical skill-testing question which will be e-mailed or asked during a telephone call to take place at a mutually agreed upon time;

8.3 Fill out and sign the declaration and release form (the "Declaration Form") that the Contest Organizers will provide to him by mail, fax or e-mail to the effect that, among other things, he has fulfilled all the requirements of these Contest Rules, and return it to the Contest Organizers for them to receive it within two (2) days of its receipt;

8.4 Upon request and in a timely manner, provide a piece of identification bearing a photograph.

9. 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 Organizers may, at their sole discretion, cancel the prize or hold a new draw until an entrant is selected and declared a winner.

10. Within one (1) week following the receipt of the duly completed and signed Declaration Form, the Contest Organizers will communicate with the winner in order to inform him as to the manner of claiming his prize.

11. The Contest Organizers will announce the name of the winner within ten (10) business days following the end of the Contest.

GENERAL CONDITIONS

12. **Verification.** Entry Forms and Declaration Forms are subject to verification by the Contest Organizers. 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 phone number 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.
13. **Disqualification.** The Contest Organizers reserve 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.
14. **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 Organizers reserve the right to reject the entrant's entry and obtain legal or equitable relief under applicable laws.
15. **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.
16. **Substitution of the prize.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizers 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. The winner may choose to get a travel credit from VIA Rail in the amount of \$5,000 in lieu of the prize as described herein. This choice 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 he proceeds to make his choice, as the case may be.
17. **Liability limit: participation in the Contest.** Persons who enter or try to enter this Contest release the Contest Organizers, 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.

18. **Liability limit: use of the prize.** By entering the Contest, the entrant selected for the prize releases and holds harmless the Released Parties with respect to any damage resulting from the acceptance or use of the prize.
19. **Liability limit: supplying of the prize.** The entrant selected for the prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the providers of services and goods related to the prize.
20. **Web site.** The Contest Organizers do 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.
21. **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.
22. **Contest modification.** The Contest Organizers reserve the right, at their 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.
23. **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 Organizers may, at their 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.
24. **Prize limit.** In no event shall the Contest Organizers be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
25. **Facebook.** This contest is not managed or sponsored by Facebook. Any

questions, comments or complaints regarding the Contest must be directed to the Contest Organizers 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. 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 Organizers, 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 any damage that could arise from the use of this platform.

26. **Authorization.** By entering this Contest, any entrant selected for the prize authorizes the Contest Organizers and their representatives to use, if required, his 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 Organizers' 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 he is selected and declared a winner.
30. **Contest Organizers' decision.** Any decision by the Contest Organizers or their 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. **Litigation.** For Quebec residents, any litigation respecting the conduct or organisation 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.
33. **Language.** In case of any discrepancy between the French and English versions of these Contest Rules, the French version shall prevail.

In the present Contest Rules, the use of the masculine gender to designate persons has no other purpose than to lighten the text.