

Travel CUTS: Grand Opening Giveaway Rules & Regulations

THE **Travel CUTS: Grand Opening** CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY, EXCLUDING QUEBEC, AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

1. ELIGIBILITY.

To be eligible for this Contest, an individual must:

- be a legal resident of Canada (excluding the province of Quebec);
- be of the age of majority in his/her province or territory of residence or older at the time of entry;

Employees of Travel CUTS, division of Merit Travel Group (the "Sponsor"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsor shall have the right at any time to contact you to require proof of identity and/or eligibility or to require proof of identity, and/or eligibility of any third-party you assert has granted consent to participation in the Contest. Failure to provide such proof shall result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion; to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest begins at 9:30 a.m. Pacific Daylight Time ("PDT") on February 7, 2011 and ends at 5:00 p.m. PDT on February 8, 2011 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted. There will be one (1) judging period upon completion of the Contest Period during which time the judges randomly draw a winner.

3. HOW TO ENTER.

- There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
 - To enter, complete a ballot available at the new SFU Travel CUTS office at 8920 University High.
- Limit of one (1) entry per person per day during the Contest Period.
- Nothing herein limits in any way the rights and obligations and other contractual matters that may be included in any entries.

4. PRIZES.

There is one (1) prize (“Prize”) consisting of a \$1000 Travel CUTS gift certificate available to be won by the Contest winner (“Winner”).

- Prizes will be distributed within thirty (30) days after Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsor reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5. WINNER SELECTION.

One (1) Winner shall be selected at the completion of the Contest Period as follows:

- Eligible entries received will be randomly drawn after the completion of the Contest Period ending February 8, 2011
- EACH SELECTED ENTRANT WILL BE NOTIFIED BY THE SPONSOR’S ADMINISTRATOR VIA EMAIL. SELECTED ENTRANTS WILL RECEIVE A MESSAGE WITHIN FIVE (5) BUSINESS DAYS OF THE CLOSE OF THE JUDGING PERIOD. SELECTED ENTRANTS MUST RESPOND WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant’s response must be received by the Sponsor within ten (10) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsor’s sole discretion until such time as an entrant satisfies the terms set out herein. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below). The Sponsor may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate and include the participation of entrants with physical or cognitive disabilities. The Sponsor is not

responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response. Odds of winning depend on the total number and calibre of the entries received throughout the Contest Period.

- If, as a result of an error relating to the entry process, judging or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes. Further, in the event that the judges, in their sole discretion, determine that fewer entries meet the judging criteria than the number of prizes available in the contest period (or if the Sponsor receives fewer videos than the number of prizes available to be awarded in the contest period), the judges reserve the absolute right to award less prizes in the contest period.

6. RELEASE.

The Winner will be required to execute a legal agreement release and survey ("Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor and its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's sole discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and Winner's name in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within five (5) business days of the date indicated on the notice accompanying the Winner verification or the selected entrant will be disqualified and the Prize forfeited.

7. INDEMNIFICATION BY ENTRANT.

By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

8. RIGHTS CLEARANCE.

By providing the Work to the Sponsor in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsor a worldwide, gratuitous, irrevocable, sub-licenseable, license to copy, use, modify, reproduce, display, adapt, perform, distribute, communicate and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, and to create derivative works, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby further agrees with respect to any third party participation as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof, to have the rights or have permission or license from their rightful owner to post the material and to grant Sponsor all of the license rights granted herein including but not limited to: third party proprietary rights, including privacy and publicity rights. Sponsor assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsor that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsor reserves the right to exclude any Work including but not limited to on the basis of concerns relating to the rights of third parties, privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

9. LIMITATION OF LIABILITY.

The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including but not limited to those reasons beyond the control of the Sponsor, such as infection by

computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest or the Contest Website.

10. CONDUCT.

By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available upon request by self-addressed, stamped envelope to **Travel CUTS c/o Marketing111 Peter Street Suite 200, Ontario Canada M5V2H1** throughout the Contest Period. Entrant further agrees to be bound by the decisions of the judges and Sponsor, which shall be final and binding in all respects. The Sponsor 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 process or the operation of the Contest or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Merit Travel Group property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

11. PRIVACY / USE OF PERSONAL INFORMATION.

The Sponsor's privacy policy governs our collection, use and disclosure of Personal Information in connection with the Contest.

- The Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Travel CUTS's Privacy Policy at: [Privacy Policy](#).

12. TERMINATION.

Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

13. LAW.

These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. 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 the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario 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.

14. LANGUAGE DISCREPANCY.

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.