

NEWFOUNDLAND AND LABRADOR TOURISM
The “Play It By Ear” Contest
Starts: 14 May 2018

1. OFFICIAL CONTEST RULES AND REGULATIONS.

(a) OVERVIEW

Sponsor: This “Play It By Ear” Contest is sponsored by Newfoundland and Labrador Tourism (the “Sponsor”).

Sponsor’s Contest Website: SoundsFromTheEdge.fm/PlayItByEar

Prize Providers: Air Canada, Maxxim Vacations, and Newfoundland and Labrador Tourism, the Sponsor.

Contest Start/End Dates: Contest starts at 10:30 a.m. NDT on Monday, May 14, 2018 and ends at 1:30 p.m. NDT on Friday, June 1, 2018 (the “Contest Period”).

Prizes:

- (i) **Early Bird Prizes:** A total of three (3) Early Bird Prizes are available to be won in this Contest: i.e., one Prize for each Early Bird segment of the Contest. Each Early Bird segment has a theme and the Prize for that Early Bird segment relates to that theme.

The theme for the **first Early Bird segment**, which starts at 10:30 a.m. NDT on Monday, May 14, 2018 and ends at 1:30 p.m. NDT on Friday, May 18, 2018, is **Hiking & Coastline**. The Prizes are: an Osprey Back Pack; a “Labrador the Big Land” book by Dennis Minty; “Hikes of Western NL” and “Hikes of Eastern NL” books (one of each); two pairs of hand knit Vamps hiking socks; a Garmin eTrex 20X GPS; an NL Backroad Maps SD Card; Celestron NatureDX 8x42 Binoculars (one); and a walking stick.

The theme for the **second Early Bird segment**, which starts at 1:30 p.m. NDT on Friday, May 18, 2018 and ends at 1:30 p.m. NDT on Friday, May 25, 2018 is **People & Culture**. The Prizes are: the “Dictionary of Newfoundland English” (one copy); one Bodhrán drum; musical spoons (one pair); “The Best of Land & Sea”, a 6-disc DVD collection; “Towards the Sunset” CD by Pat & Joe Byrne; “Face to the Gale” CD by Ron Hynes; “Humouring the Tune” CD by Rufus Guinchard; a Fred’s Records tote bag; a “Come and I will Sing You” book by Genevieve Lehr and Anita Best; and a WasteKnot door mat.

The theme for the **third Early Bird segment**, which starts at 1:30 p.m. NDT on Friday, May 25, 2018 and ends at 1:30 p.m. NDT on Friday, June 1, 2018 is **Nature & Wildlife**. The Prizes are: a “Bird of Newfoundland Field Guide”; a “Rare Birds” book by Edward Rich; a whale-shaped cutting board; a Humpback Whale stained glass decoration; a jar of Bee’s Knees honey; a jar of Newfoundland Sea Salt; a package of NL Tea Co. Wild Blueberry Tea; a bottle of Wild Mother Blueberry Beer Vinegar; a Puffin Whirligig; and a “Snowbird” Soapstone Carving by Gilbert Hay.

For more details on our Early Bird Prizes, including a description of each of these Prizes, please visit the Sponsor's Contest Website at SoundsFromTheEdge.fm/PlayItByEar.

The suggested retail value of the three (3) Early Bird Prizes ranges between \$466.53 and \$898.83.

All Early Bird Prizes will be awarded as won and delivered to each winner by mail.

- (ii) **Grand Prize:** One (1) Grand Prize is available to be won and will be awarded at the end of the Contest Period. The Grand Prize consists of (i) one (1) round-trip ticket in Economy Class for travel to Newfoundland and Labrador for each of two (2) persons (one of whom must be an adult), courtesy of Air Canada; plus (ii) for each of the Prize winner and the winner's travel companion, a twelve (12) day tour within Newfoundland and Labrador. Locations, accommodation, meals, and transportation between Newfoundland and Labrador locations will be selected and arranged by the Sponsor and Maxxim Vacations. Depending on where the Grand Prize winner resides, the approx. total retail value of the Grand Prize (excluding taxes) is up to \$7,298.00 Canadian (i.e., approx. \$3,649.00 Canadian for each of two (2) persons). The Grand Prize is valid for travel taken and completed prior to Saturday, August 31, 2019. Actual dates to be confirmed after the Grand Prize is awarded at 1:30 p.m. NDT on Monday, June 4, 2018.

(b) **ELIGIBILITY**

Contest is open to all residents of Canada, who are over the age of majority in the province or territory in which they reside. The following persons are not eligible to enter the Contest or win a Prize: employees of the Sponsor, Air Canada or Maxxim Vacations, and her/his parents, siblings and children of, and persons domiciled with, such employee; anyone under the age of majority in the province or territory in which they reside; any of the Sponsor's, or Air Canada's, agents, corporate parent, affiliated or related companies, subsidiaries, divisions, promotional and advertising agencies and administrators.

(c) **HOW TO ENTER; NO PURCHASE NECESSARY**

To participate in the Contest, entrants must first visit the Sponsor's Contest Website (SoundsFromTheEdge.fm/PlayItByEar) where they will find a Contest Entry Form.

All required fields must be filled out; the skill-testing question found on the Contest Entry Form correctly answered; and the box clicked where it states that in order to be eligible entrants have read and agree to comply with these Official Contest Rules and Regulations.

Entrants will be asked to create their own theme-based composition by selecting up to ten (10) sound clips that are posted on the Sponsor's Contest Website, dragging those selected sound clips and dropping them where indicated on the Sponsor's Contest Website. These sound clips become the composition.

After dropping their composition where indicated on the Sponsor's Contest Website, and making sure the official Contest Entry Form has been completed, eligible entrants may officially enter the Contest by clicking the "Enter Now" button.

No purchase necessary to enter, participate or win.

An entrant is entitled to submit one (1) (but not more than one) entry for each of the three (3) Early Bird Prizes.

Entrants are not eligible to win more than one (1) of the three (3) Early Bird Prizes. However, an entrant who wins one (1) of the Early Bird Prizes, together with all eligible entries not selected and not awarded one of the Early Bird Prizes, will remain qualified to be selected and win the Grand Prize.

(d) **PRIZES**

A total of three (3) Early Bird Prizes and one (1) Grand Prize are available to be won in this Contest. See above under Rule 1 (a) and below under Rule 1 (e) for more Prize details. If the travel companion selected by the Grand Prize winner is not an adult, the Grand Prize winner must also provide evidence to the Sponsor, in content and form acceptable to the Sponsor, that the non-adult travel companion has proper authority from her/his parent/legal guardian to accompany the Grand Prize winner on the trip. Both the Grand Prize winner and her/his travel companion must depart from and return to the same Canadian airport, served by Air Canada. (See more travel terms and conditions under Rule 1 (f) below).

All prizes must be accepted as awarded. No substitutions are permitted.

(e) **PRIZE WINNERS**

Early Bird Segment: The name of one (1) eligible entrant will be randomly drawn electronically and identified as a possible Early Bird Prize winner within minutes after the draw for that segment of the Early Bird contest has closed.

Sample email to the selected entrant for an Early Bird Prize:

"Congratulations to (insert name of selected entrant). It looks like you are eligible to become the winner of one (1) of three (3) wonderful Early Bird Prizes, compliments of Newfoundland and Labrador Tourism. For more details of Early Bird Prizes visit: SoundsFromTheEdge.fm/PlayItByEar.

Details on your next steps will be emailed by the Sponsor to you as a possible Early Bird Prize winner. But to remain eligible to be awarded an Early Bird Prize, you must, within the next two (2) business days, send to the Sponsor a return email confirming your receipt of these next step details."

A total of three (3) Early Bird Prize winners will be drawn in this way. The chance of an entrant's name being drawn during any of these Early Bird Prize draws depends on the total number of eligible entries received during the Early Bird draw you entered.

Grand Prize: By 1:30 p.m. NDT on Monday, June 4, 2018, after the last Early Bird Prize has been awarded, the name of one (1) eligible entrant will be randomly drawn electronically and identified as a possible Grand Prize winner. The Sponsor will then identify the possible Grand Prize entrant selected in this way by immediately sending the following email to the possible Grand Prize winner at the entrant's email address supplied on the Contest Entry form:

“Congratulations to (insert name of selected entrant). It looks like you are eligible to win the Grand Prize, consisting of a wonderful Grand Prize package excursion for two (2) to Newfoundland and Labrador, compliments of Air Canada, Maxxim Vacations, and Newfoundland and Labrador Tourism. For more Grand Prize details visit SoundsFromTheEdge.fm/PlayItByEar.

Details on your next steps will be emailed by the Sponsor to you as a possible Grand Prize winner. But to remain eligible, you must, within the next two (2) business days, send to the Sponsor a return email confirming your receipt of these next step details.”

One (1) Grand Prize winner will be drawn in this way. The chance of an entrant's name being drawn depends on the total number of eligible entries that qualify for the Grand Prize and are received during the Contest Period.

If an entrant who is identified and contacted by the Sponsor as a possible winner of an Early Bird Prize or the Grand Prize fails to contact the Sponsor by email, as requested above, within two (2) business days after receiving notification that his/her name was drawn by the Sponsor as a potential winner of that Prize, she/he will be disqualified and another eligible entrant/potential Prize winner will be selected. All selections of potential Prize winners will be based on these Official Contest Rules and Regulations until such time as the Sponsor has made valid contact with an eligible selected entrant, or until there are no more eligible entries, whichever comes first.

The Sponsor will not be responsible for failed attempts to contact a selected entrant.

Entrants whose names have not yet been selected should continue visiting the Sponsor's Contest Website just in case their entry may be drawn to replace a previously selected entrant who fails to contact the Sponsor within the allotted time after his/her name is selected.

(f) **TERMS AND CONDITIONS GOVERNING PRIZES AND DRAWS**

Details of Air Travel, Courtesy of Air Canada:

Prize Description:

Two (2) round-trip tickets in Economy Class valid for travel to Newfoundland and Labrador, courtesy of Air Canada. Approximate total value of the two (2) Air Canada tickets is \$2,200.00(CAD). Exact value of the Prize depends on point of departure and destination as well as time of travel.

Details of Air Travel portion of Grand Prize, courtesy of Air Canada:

- Winner must be a legal resident of Canada and must have reached the age of majority in the province or territory in which she/he resides;
- Winner must not be an employee, a representative, or an agent of Air Canada and their subsidiaries and affiliates, media partners, advertising and promotional agencies;
- Winner must not be a member of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled;
- Travel permitted only on regularly scheduled flights operated by Air Canada, Air Canada Rouge and Air Canada Express carriers (not valid on Star Alliance partners or code sharing carriers);
- **All travel must be completed by August 31, 2019 and is subject to space availability at time of booking.**
- Travel blackouts apply, travel is not permitted:
 - 28 July 2018 to 12 August 2018
 - 17 December 2018 to 08 January 2019
 - 28 July 2018 to 12 August 2018
- No changes permitted to reservations once date of travel is confirmed.
- Travel does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program.
- The prize winner is responsible for:
 - Any and all costs not expressly described herein including, without limitation, applicable local airport departure tax, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment, any checked baggage fees;
 - Costs incurred to and from the Departure point as the Prize originates and terminates there;
 - Obtaining sufficient personal travel insurance prior to departure, if desired or required;
 - Obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations.
- All applicable fees (such as airport/departure taxes, security charges or third-party fees, taxes or charges) are included;
- Prize cannot be sold, converted into cash, are non-transferable and will not be refunded if unused. Prize must be accepted as awarded and no substitutions, changes or extensions are permitted.
- The use of upgrade certificates is not permitted for flights.
- Promotional pass recipients may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.

Details of Grand Prize (other than air travel, courtesy of Air Canada):

Play It By Ear Contest Package (provided by Maxxim Vacations) for two (2) persons includes:

- Accommodation for twelve (12) nights in total.

- Accommodation in each location includes hotels, bed and breakfasts, and country inns selected by Maxxim Vacations and the Sponsor (depending on space availability at the time of booking).
- Twelve (12) days mid-size car rental, including unlimited kilometres.
- Roundtrip ferry transfers to Labrador.
- Admission for two (2) persons to the following: St. John's City Tour, Sullivan's Songhouse; Lighthouse Picnics; Cod Sounds "A Walk on the Wild Side" Tour; The Rooms Provincial Archives, Art Gallery and Museum; Prime Berth Fishing Heritage Centre in Twillingate; scenic boat tour in Twillingate; Gros Morne Orientation Session; Western Brook Pond Scenic Boat Tour, "Soirees and Times – Anchors Aweigh", Grenfell House Museum in St. Anthony, and UNESCO World Heritage sites – Gros Morne National Park, Red Bay National Historic Site, and L'Anse aux Meadows National Historic Site.
- Winners of this package will begin their itinerary in Deer Lake, NL and end in St. John's, NL, or vice versa.

Details of How to Qualify for an Early Bird Prize:

Entries for the **Hiking & Coastline** segment of this Contest must be submitted between 10:30 a.m. NDT, Monday, May 14, 2018 and 1:30 p.m. NDT, Friday, May 18, 2018.

Entries for the **People & Culture** segment of this Contest must be submitted between 1:30 p.m. NDT, Friday, May 18, 2018 and 1:30 p.m. NDT, Friday, May 25, 2018.

Entries for the **Nature & Wildlife** segment of this Contest must be submitted between 1:30 p.m. NDT, Friday, May 25, 2018 and 1:30 p.m. NDT, Friday, June 1, 2018.

Other Terms and Conditions:

Grand Prize winner must be qualified to rent an automobile from a national car rental agency, and have at least one major credit card that is in good standing throughout the Contest Period and thereafter until at least October 31, 2019. The Grand Prize winner must have a valid Canadian driver's license. If the Grand Prize winner does not qualify for car rental according to these terms and conditions, neither that portion of the Grand Prize nor its cash value will be awarded.

The Sponsor, Air Canada and Maxxim Vacations, shall not be responsible for any delay, postponement, suspension, seasonal or discontinued service, rescheduling or cancellation, for any reason, of any flight(s). No Grand Prize winner will be compensated in the event of such delay, cancellation, suspension, discontinuance or rescheduling.

Subject to all of the Official Contest Rules and Regulations governing this Contest, the Grand Prize winner, if resident in Newfoundland and Labrador, may, as part of the Grand Prize, use the air travel provided by Air Canada for the Grand Prize winner and his/her travel companion to travel to and from a Canadian airport served by Air Canada closest to the Grand Prize winner's residence in Newfoundland and Labrador in order to fly to and from St. John's, NL or (if applicable) Deer Lake, NL.

Sponsor reserves the right to substitute for any Early Bird Prize an alternate prize of equal or greater dollar value.

(g) **DISQUALIFICATION**

The Sponsor, in its sole discretion, may disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any website mechanism, or who acts in a disruptive manner, or violates these Official Rules and Regulations. For any attempt by an entrant to damage or undermine the legitimate operation of the Contest, the Sponsor reserves the right to disqualify such entrant and seek remedies and damages (including legal fees) from any such participant to the fullest extent permitted by law. Sponsor's failure to enforce any terms of these Official Contest Rules and Regulations shall not constitute a waiver of that provision.

(h) **LIMITATION OF LIABILITY**

The Sponsor excludes all liability for any personal injury, loss, or damage of whatever kind (including loss of data) caused directly or indirectly, in whole or in part, from downloading any material from the Sponsor's Contest Website, whether or not the material was prepared by the Sponsor or a third-party, and whether or not the material is connected to the Sponsor's website by a hypertext link. The Sponsor takes no responsibility for the content of third-party websites which may be linked to the Sponsor's Contest Website by a hypertext link. The Sponsor reserves the right to cancel, suspend or modify the Contest if fraud, technical failures, or any other factor beyond the Sponsor's reasonable control impairs the administration or integrity of the Contest, as determined by the Sponsor in its sole discretion. In the event of such impairment, the Sponsor may choose alternate potential winners from all eligible entries received as of the time of impairment.

(i) **GENERAL**

By entering and participating in the Contest, each entrant agrees to abide by these Official Contest Rules and Regulations and to release and hold harmless the Sponsor, Air Canada, Maxxim Vacations, and its/their affiliates, directors, officers, employees and agents from any liability for damage, injury, death, loss, cancellation or other liability arising from the entrant's acceptance or use of a Prize or substituted Prize or having participated in this Contest including, without limitation, claims based on publicity rights, defamation, or invasion of privacy, or from the misuse or malfunction of such Prize or substitute Prize. The Sponsor, Air Canada, Maxxim Vacations, and its/their affiliates, directors, officers, employees and agents assume no liability for losses incurred as a result of a cancellation of the Contest or for any reason whatsoever or through the acts or defaults of any company or person providing a Prize or for events occurring after the award of a Prize. All such losses or expenses will be borne by each individual Prize winner. The Contest is subject to all applicable federal, provincial, and local laws and may be void where prohibited by the law of the entrant's place of residence. Decisions of the Sponsor regarding all aspects of the Contest are final.

(j) **SKILL-TESTING QUESTION: WINNER'S DECLARATION AND RELEASE**

Before being declared an actual Prize winner, each selected entrant must have answered correctly, without assistance, the mathematical, skill-testing question found on the Contest Entry Form (see Contest Rule 1 (c) above).

The selected entrant for the Grand Prize, his/her travel companion and, where applicable, the parent/legal guardian of the Grand Prize winner's travel companion, will be required to sign the Sponsor's Declaration and Release Form (the "Release Form") confirming their compliance with these Official Contest Rules and Regulations, acceptance of the Grand Prize as-awarded, and releasing the Sponsor, Air Canada, Maxxim Vacations, its/their affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability in connection with this Contest and the Grand Prize as-awarded. The completed Release Form(s) must be returned to the Sponsor within the time period specified on the Release Form(s) or the Grand Prize will be forfeited. The Grand Prize will be delivered (or communicated) to the successful Grand Prize winner within twenty-four (24) hours of Sponsor's confirmation that; (i) the selected entrant is eligible to be awarded the Grand Prize; (ii) the selected entrant has correctly answered the skill-testing question [see Rules 1(c) above and this 1 (j)]; and (iii) the Sponsor has received the fully-completed Release Form(s) executed by the selected entrant, travel companion, and, where applicable, the parent/legal guardian of the Grand Prize winner's travel companion.

(k) WINNER'S CONSENT

No communication will be entered into except with selected entrants. By entering and participating in the Contest, each Early Bird Prize winner, the Grand Prize winner, and the Grand Prize winner's travel companion, consents to the use of her/his/their name, address (city and province or territory), the composition submitted by the Prize winner to enter the Contest, photographs/videos of the Early Bird Prize winners, and photographs/videos of the Grand Prize winner and the Grand Prize winner's travel companion, without further remuneration, in connection with any publicity relating to the Contest, carried out by or on behalf of the Sponsor, Air Canada and/or Maxxim Vacations, in any manner whatsoever including, without limitation, print, broadcast, the internet and social media.

(l) ENTRIES

The Sponsor does not assume any responsibility and is not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with these Official Contest Rules and Regulations; (ii) any loss, or damages caused by an awarded Prize or the Contest itself; or (iii) any failure of the Sponsor's Contest Website during the Contest Period, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or community lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material connected to the Contest. Entry material/data that has been tempered with or altered is void.

(m) INTERPRETING THESE RULES

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Contest Rules and Regulations, or the respective

rights and obligations of the prize claimant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with (i) the laws of the Province of Québec and the laws of Canada applicable therein with respect to the residents of the Province of Québec, and (ii) the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein with respect to residents of the other Canadian provinces and territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The contest is subject to all applicable federal, provincial and municipal laws.

(n) **SUSPENDING/CANCELLING/AMENDING THE CONTEST**

The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate or suspend the Contest or to amend these Official Contest Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed, as originally planned (for example, as a result of tampering or infection by a computer virus) the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to cancel the Contest.

(o) **LITIGATION RESPECTING THE CONTEST**

Any litigation by residents of the Province of Québec respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any such litigation respecting the awarding of a Prize to any resident of the Province of Québec may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

(p) **PRIVACY**

The Sponsor respects every entrant's right to privacy. By entering this Contest, each entrant is deemed to automatically have provided his/her consent that personal information collected from entrants will only be used by the Sponsor to administer the Contest and in order to provide the entrant with information regarding upcoming promotions and/or events involving the Sponsor. Any conflict or discrepancy between the foregoing provisions of this Rule 1(p) and any applicable laws or regulations of Canada, or the provinces or territories of Canada, with respect to privacy, shall be resolved in favour of such applicable laws or regulations.