CAA MANITOBA ON THE ROAD WITH CAA CONTEST – CONTEST RULES

CONTEST PERIOD AND ELIGIBILITY

1. The On the Road with CAA Contest ("Contest") sponsored by CAA Club Group (operating as CAA Manitoba) ("CAA") is open 10:00:01 a.m. CT on Friday, November 10, 2023 and ending at 11:59:59 p.m. CT on Saturday, November 25, 2023 ("Contest Period") to persons who permanently reside within the club territory of CAA Manitoba, and have reached the age of majority in the Province of Manitoba (18 years of age) as of the date of entry for the Contest with the following exceptions: employees and retirees of CAA and its affiliates, partners, suppliers, representatives, agents, advertising and promotional agencies, the independent contest agency if any, and the household members and Immediate Family of any of the above are not eligible to participate in the Contest. For the purpose of these Contest Rules, "Immediate Family" means spouse, mother, father, brother, sister, son or daughter, whether or not they reside in the same household.

HOW TO ENTER

- NO PURCHASE NECESSARY. Eligible participants may enter the Contest by visiting the website located at <u>www.caamanitoba.com/ontheroadwithcaa</u> during the Contest Period and submit their entry form by following the instructions provided.
- 3. Only one (1) entry per person and per household. For online, proof of sending is not proof of receipt. Entries that are incomplete, late, lost, and/or irregular in any way or sent by an unauthorized method are automatically void and will not be eligible or accepted. Entries will only be accepted as described herein and will not be accepted by any other means.
- 4. By entering the Contest, entrants agree to be bound by these Contest Rules and all decisions of CAA, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

THE PRIZES

- 5. Two (2) prizes are available to be won, consisting of the following:
 - a. Two (2) tickets to the Manitoba Moose away game vs. the Belleville Senators at *the CAA Arena*[™], 265 *Cannifton Rd, Belleville, ON K8N 4V8*, on Wednesday, January 10, 2024, at 7:05 pm ET, valued at approximately \$200 CAD.
 - b. Three-night stay hotel accommodations for two (2) people. Any additional fees/charges related to the hotel stay during the contest period will be the responsibility of the winner. (approximate retail value of \$600 CAD);

Special Conditions - Hotel:

Hotel stay must be completed by Thursday, January 11, 2024. Hotel stay may be subject to availability and blackout dates. Hotel stays are subject to these Contest Rules and the hotel's policies, including to provide a valid credit card. Actual Prize value may vary based

on fluctuations in hotel room rates and winner will not receive the difference between actual and approximate retail value.

Winner agrees to be responsible for the conduct of his or her guest. Winner and guest(s) shall conduct themselves with due regard for public conventions and morals, and shall not engage in conduct that: (a) does not comply with hotel rules and requirements, (b) would bring CAA into public disrepute or (c) would tend to shock or offend the community. Winner and his or her guests will be solely responsible for transportation and incidentals for purchase (i.e. parking, food, room service, movies, internet, laundry) unless otherwise indicated in these Contest Rules.

Participating hotel properties are subject to change without notice. If hotel suite is unavailable, it may be replaced with comparable accommodations at the same hotel (i.e. replace one suite for 2 regular rooms) or a different hotel subject to Sponsor's prior approval.

Smoking/Non-smoking/special accommodation room types are not guaranteed. If a hotel booking price is less than \$1000, no refunds or credit will be provided.

- c. Two (2) economy airfare round-trip flights to Toronto, Ontario, Canada, departing from Winnipeg, Manitoba, on Monday, January 8, 2024 and returning to Winnipeg, Manitoba, on Thursday, January 11, 2024. Flights must be booked through CAA Travel. The Prize winner and his or her guests must travel together on the same itinerary from the same departure airport Winnipeg Richardson International Airport in Winnipeg, Manitoba. The Prize winner and his or her guests must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the Prize. (approximate retail value of \$2,200 CAD).
- d. One (1) \$200 Prepaid Gift Card that can be used towards other travel related expenses.

The total of each Prize is valued at approximately \$3,200 CAD.

6. The Prizes must be accepted as awarded, and may not be assigned, transferred, substituted exchanged, refunded or redeemed for cash value. CAA reserves the right to substitute a Prize with an item of equivalent or greater retail value in the event that a Prize is unavailable due to circumstances beyond CAA's control. Prizes include delivery within approximately one week. Any costs or expenses associated with the Prizes not specified herein will be the responsibility of Winners (as defined below).

THE DRAWS

- 7. Two (2) winners ("**Winner(s)**") will be selected by random draw from all eligible entries received during the Contest Period. The decision will be made by CAA on Monday, November 27, 2023 at 4:00 p.m. ET at its head office located at 60 Commerce Valley Drive East, Thornhill, ON.
- 8. The odds of winning a Prize will depend on the number of eligible entries received during the Contest Period.

WINNER CONFIRMATION AND PRIZE CLAIM CONDITIONS

- 9. Selected entrants will be notified by telephone at the number provided at the time of entry, and are subject to verification by CAA and/or its designated representatives, in their sole discretion. No communication or correspondence will be entered into, except with selected entrants.
- 10. To be confirmed a Winner, the selected entrant must:
 - (a) confirm compliance with these Contest Rules;
 - (b) accept the Prize as awarded;
 - (c) correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, and within the time prescribed; and
 - (d) sign and return a Declaration of Compliance and Release of Liability and Publicity, in the form requested by CAA, within three (3) business days from the date of delivery thereof, if requested by CAA and/or its designated representatives.
- 11. The mathematical skill-testing question will be administered by email and returned to CAA Club Group, 60 Commerce Valley Drive East, Thornhill, ON, L3T 7P9 or in the form requested by CAA.
- 12. If the selected entrant cannot be contacted by telephone personally and without leaving a message within two (2) business days of the first attempt to contact him/her and after a minimum of three (3) attempts, or fails to be confirmed as a Winner within the time prescribed, he/she will be disqualified and will not receive any Prize, and at CAA's discretion another eligible entry will be selected from the remaining eligible entries received, who will be subject to disqualification in the same manner. The initial selected winner will have no recourse towards CAA or anyone involved in the Contest.

RIGHT TO DISQUALIFY / TERMINATE / SUSPEND / MODIFY

13. CAA may, at its sole discretion, terminate, disqualify or withdraw any Contest entry without liability and without notice to the entrant. CAA reserves the right, in its sole discretion, to terminate, cancel, modify or suspend this Contest or these Contest Rules for any reason including should a virus, bug, unauthorized human intervention or other cause beyond the reasonable control of CAA corrupt or affect the security, integrity, fairness, or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is illegal, and should such an attempt be made, CAA reserves the right to seek remedies and damages to the fullest extent permitted by law, including, where appropriate, criminal prosecution. Entries are subject to verification and will be declared invalid and disqualified if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

LIMITATION OF LIABILITY AND RELEASES

14. BY ENTERING THE CONTEST, ENTRANTS AGREE TO RELEASE CAA AND ITS AFFILIATED COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, SPONSORS, ADMINISTRATORS, REPRESENTATIVES AND AGENTS, INCLUDING BUT NOT LIMITED TO CAA'S ADVERTISING AND PROMOTIONAL AGENCIES (THE "**RELEASEES**") FROM ANY AND ALL LIABILITY CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: (a) PARTICIPATION IN THE CONTEST, (b) ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR (c) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

- 15. Refusal by an entrant to accept the Prize or any part of the Prize releases and forever discharges CAA and its agents from all obligations related to the Prize, including delivery.
- 16. CAA assumes no responsibility for entries which are late, lost, stolen, damaged, illegible, incomplete, misdirected, postage due, destroyed or delayed. CAA assumes no responsibility for any failure of any Contest website or computer systems during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry including an online entry to be received by CAA 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 property (including computer) related to or resulting from participating in, or downloading any material in relation to the Contest.
- 17. CAA's suppliers are independent third parties over which CAA does not exercise any control. CAA is not responsible for the acts or omissions of these suppliers, nor does it assume any responsibility for any claims, losses, damages, costs, expenses, delays or loss of enjoyment to the Winner.

PRIVACY/PUBLICITY

- 18. CAA and its designated representatives will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest, prize fulfillment and for any purpose required or permitted by law. CAA may, from time to time, upon consent of the entrant (if required by law), use the personal information provided in connection with this Contest to (i) contact selected entrants for the purpose of notifying him/her, (ii) contact entrants directly regarding products and services provided by CAA and its affiliates, and (iii) research the effectiveness of websites and the marketing, advertising and sales efforts of CAA and its affiliates. Please see CAA's Privacy Policy at <u>www.caamanitoba.com/privacy</u> for more information.
- 19. By participating in this Contest, entrants consent and confirm they have obtained informed written or verbal consent from their guest(s) (where the guest is under the age of 18, from my guest's parent or legal guardian), that by accepting the prize and/or participating in this event, we consent to CAA's use (without obligation) of my and/or my guests name, city of residence, voices, photographs, videos, images or likenesses in any publicity or advertisements carried out by or on behalf of CAA in connection with this Contest, without any further payment or consideration.

GENERAL RULES

- 20. This Contest is subject to all applicable federal, provincial, and municipal laws and shall be governed by the laws of Manitoba. All entries become the property of CAA and none will be returned. Online entries must be made by the original, manual keystrokes of the individual entrant. Use of mechanical assistance, form filling software, or robotic assistance is prohibited. Only one (1) entrant's name may appear on the entry form.
- 21. In the event of a dispute as to the identity of a selected entrant based on an e-mail address, the

winning entry will be deemed to have been made by the Authorized Account Holder of the e-mail address at the time of entry. The "**Authorized Account Holder**" is the natural person who is assigned an e-mail address by an internet service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address in question.

- 22. Logos and trademarks are the property of their respective owners.
- 23. ^{®/™}CAA trademarks are owned by, and use is authorized by, the Canadian Automobile Association. ™Driven By Good is a trademark of CAA Club Group.
- 24. This Contest is not sponsored, endorsed, administered by, or associated with, Facebook, Twitter, or Instagram (each, a "Social Media Platform"). Your personal information is being submitted to CAA SCO and not to the Social Media Platforms. By participating in the Contest by means of a Social Media Platform, you agree to comply with such Social Media Platform's terms of service and you fully release the Social Media Platform from any and all liability in respect to the Contest and/or the Prize. Any questions, comments or complaints regarding the Contest should be directed to the Sponsor(s) and not to the Social Media Platform.