CAA SOUTH CENTRAL ONTARIO AND CAA MANITOBA CAA EXTRAORDINARY EXPLORATIONS PLATINUM CRUISE CONTEST – CONTEST RULES

CONTEST PERIOD AND ELIGIBILITY

1. The CAA Extraordinary Explorations Platinum Cruise Contest ("Contest") sponsored by CAA Club Group (operating as CAA South Central Ontario and CAA Manitoba) ("CAA") is open 10:00:01 a.m. ET on Tuesday, April 18, 2023 and ending at 5:00:01 p.m. ET on Sunday, May 28, 2023 ("Contest Period") to persons who reside within the club territories of CAA South Central Ontario and CAA Manitoba, and have reached the age of majority in the Provinces of Ontario and 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

- 2. NO PURCHASE NECESSARY.
- 3. An entry into the contest may be submitted in one (1) of two (2) ways:
 - (a) <u>ENTRY FROM PURCHASE</u> –By confirming a booking onto the 2023 CAA Platinum Cruise no later than May 28, 2023. Details on the trip and how to book can be found at <u>https://www.extraordinaryexplorations.com/experiences/premier-collection/</u> Eligible participants will automatically be entered into the Contest upon make their final payment for the 2023 CAA Platinum Cruise.
 - (b) <u>NO PURCHASE ENTRY</u>: To enter the contest without purchase, each entrant must complete a short (minimum 100 word/maximum 250 word) essay on "Why a Cruise Vacation Would be Enjoyable" in exchange for one (1) contest entry. Entries must include the following: 1) First & Last name, 2) Complete address (including street number & address, city, province and postal code), 3) Valid email address, and 4) Telephone number. Entries must be submitted, in writing, to: CAA South Central Ontario, 60 Commerce Valley Drive E., Thornhill ON L3T 7P9, Attention: Extraordinary Explorations-Theresa Sylvestre. Essays must be written in English, typed or handwritten legibly and submitted by the entrant specifically for the purpose of entering the Contest. Mail-in entries must be postmarked by May 28, 2023, being the end of the Contest Period, and received by June 5, 2023 in order to be entered into the random draw.
- 4. Only one (1) entry per person. For online entries, proof of sending is not proof of receipt. For mailin entries, proof of mailing 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.
- 5. 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.

6. One (1) prize is available to be won, consisting of a \$5,000CAD CAA Travel Voucher, valued at \$5,000CAD (the "**Prize**").

CAA Travel Voucher - Additional Terms & Conditions:

- 7. All travel must be booked and completed by August 31, 2024. Valid for new bookings only or towards your 2023 Extraordinary Explorations Platinum Cruise Trip payment. Booking must be made through CAA South Central Ontario or CAA Manitoba. Reservations are based on availability of space. Applicable to prepaid travel arrangements. Non-Transferrable. No cash surrender value. Subject to all cancellation schedule and penalties as per the applicable supplier. Prize exclude passport or Visa fees as applicable, Optional sightseeing tours, cancellation and medical insurance, beverages and meals except where noted, items of a personal nature, and airline baggage fees where applicable.
- 8. The Prize 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. The Prize includes delivery within approximately four (4) to six (6) weeks. Any costs or expenses associated with the Prize not specified herein will be the responsibility of Winner (as defined below). Terms and conditions apply to each prize and are subject to change without notice.
- 9. The Prize must be redeemed at CAA South Central Ontario or CAA Manitoba. Travel or the hotel stay must be booked through an agent of CAA South Central Ontario or CAA Manitoba. Prize has no cash value and is not eligible for reimbursement. Prize holder is not entitled to be reimbursed for consequential or indirect damages incurred as a result of any failure to provide the travel services. Upon booking, any value remaining on the Prize voucher is not redeemable for cash value and may be used towards any CAA Travel Insurance product and/or CAA Merchandise. No changes will be permitted to any CAA Travel booking once the date of travel has been confirmed or tickets have been issued.

THE DRAW

- 10. One (1) Prize winner ("**Winner**") will be selected by a random draw from all eligible entries received during the Contest Period. The draw will be made by CAA on Wednesday, June 7, 2023 at 2:00 p.m. ET at their head offices located at 60 Commerce Drive, Thornhill, Ontario, L3T 7P9 or if the head offices are closed the draw will take place remotely.
- 11. The odds of winning a Prize will depend on the number of eligible entries received during each qualifying entry period during the Contest Period.

WINNER CONFIRMATION AND PRIZE CLAIM CONDITIONS

- 12. Selected entrants will be notified through telephone call or email based on the information provided at the time of entry. No communication or correspondence will be entered into, except with selected entrants.
- 13. 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
- (a) sign and return a Declaration of Eligibility and Release, in the form requested by CAA, within ten (10) business days from the date of delivery thereof, if requested by CAA and/or its designated representatives.
- 14. The mathematical skill-testing question will be administered by mail and returned to CAA South Central Ontario, 60 Commerce Valley Drive East, Thornhill, Ontario, L3T 7P9.
- 15. If the selected entrant cannot be contacted through telephone or email personally and without leaving a message within seven (7) business days of the first attempt to contact him/her and after a minimum of three (3) attempts, or fails to be confirmed as the Winner within the time prescribed, he/she will be disqualified and will not receive any Prize, and another eligible entry will be selected from the remaining eligible entries received until such a Winner is confirmed. The initial selected Winner will have no recourse towards CAA or anyone involved in the Contest.

RIGHT TO DISQUALIFY / TERMINATE / SUSPEND / MODIFY

16. 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

- 17. 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.
- 18. 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.
- 19. 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.

20. 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

- 21. 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 www.caasco.com/privacy / https://www.caamanitoba.com/privacy_policy for more information.
- 22. By participating in this Contest, entrants consent to the use of their name, city of residence, voice, photograph, image or likeness in any publicity or advertisement carried out by or on behalf of CAA in connection with this Contest, without any further payment or consideration.

GENERAL RULES

- 23. This Contest is subject to all applicable federal, provincial, and municipal laws and shall be governed by the laws of Ontario/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.
- 24. 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.
- 25. [®]Extraordinary Explorations is a registered trademark of CAA Club Group. Trademarks and registered trademarks are property of their respective owners.
- 26. [®]CAA trademarks are owned by, and use is authorized by, the Canadian Automobile Association. [™]Driven by Good is a trademark of CAA Club Group.