Burgundy VIP FAM – Contest Rules & Regulations

CONTEST PERIOD: The "Burgundy VIP FAM Contest" (the "Contest") begins on October 1, 2019 at 12:00AM EST and closes on October 31, 2019 at 11:59PM EST (the "Contest Entry Period"). By submitting an entry, each entrant agrees to these rules of the Contest (the "Contest Rules") and states that he or she is 18 years or older.

WHO MAY ENTER: The Contest is open to members of the public who are 18 years or older and are residents of Canada ; and ii) who are licensed and actively employed as travel agents and who are registered with G Adventures Inc. ("G Adventures" or "Sponsor") to sell G Adventures trips at the time the prize is awarded (hereinafter "Agents"). Individuals affiliated with G Adventures, Planeterra Foundation and its and their subsidiaries and affiliates (the "Contest Entities"), including employees, immediate family members, interns, volunteers, and others living within the same household are not eligible to enter. G Adventures will determine entrants' eligibility in its sole discretion. The Contest is subject to all applicable Canadian federal, provincial and local laws and regulations.

HOW TO ENTER: Agents can enter the Contest by completing an Eligible Booking (as defined below).

"Eligible Booking" means a booking of G Adventures' tours and cruises only, where (i) the participating Agent is entitled to receive commission from G Adventures; (ii) the booking is made during and a deposit has been paid during the Contest Entry Period; and (iii) the booking is active at the conclusion of the Contest Entry Period. Upon cancellation of any booking it will no longer be considered an Eligible Booking. Each individual passenger booked on a G Adventures tour shall be considered one Eligible Booking. Each **booking under the Marine Travel Style will be worth two (2) eligible bookings.** Without limitation of the foregoing, Eligible Bookings DO NOT INCLUDE booking of: airfare, insurance, hotels, transfers, 'My Own Room', in-country fees, optional excursions or other ancillary booking services. For clarity on Eligible Bookings please contact G Adventures, who will determine the booking's eligibility for entry on a case-by-case basis in its sole discretion. Any decision by G Adventures on the eligibility of a booking will be final and binding.

G Adventures will be solely responsible for tracking and tallying Eligible Bookings. Agents agree to provide accurate, current and complete information during the booking process and as requested by G Adventures and to update this information as soon as possible should it change. G Adventures reserves the right to suspend or terminate your participation in the Contest and disqualify any associated Eligible Bookings if any information provided in association with your participation in the Contest proves to be inaccurate or incomplete. G Adventures reserves the right to ask for verification of the validity of any information submitted during the submission process or at any time during the Contest. Failure to provide satisfactory proof of such information upon request may result in disqualification from the Program as determined in G Adventures' sole discretion.

Agents may not make bookings or attempt to participate in the Contest by creating multiple separate booking numbers under the same passenger name. If you employ fraudulent submission methods or otherwise attempt to participate under multiple identical passenger name entries or subvert the Contest in any way, you may be disqualified, at the sole discretion of G Adventures

Winner: The four (4) Agents with the highest number of Eligible Bookings during the Contest Entry Period will be awarded the Grand Prize(s) (as defined below) (the "Winner").

PRIZES: Prizes will be awarded as follows:

PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: **four (4)** grand prizes will be awarded. Each prize consisting of the opportunity for the Winners to book a spot on the May 2020 Burgundy River Cruise Adventure VIP FAM. Approximate retail value of the trip is \$3,449 CAD.

First place winner of the contest wins a free spot on the Burgundy River Cruise Adventure VIP FAM. The remaining three (3) winners earn a spot on the FAM, but must pay the fee of \$599 CAD.

Odds of winning will depend upon the total number of eligible entries received.

NOTIFICATION: G Adventures will contact the Winner via the contact information provided at the time of entry by no later than December 15, 2019. If there are two eligible Agents with the same number of Eligible Bookings ("Tied Agents"), prize eligibility shall be determined by reference to the total dollar amount of all Eligible Bookings made by each Tied Agent. The Tied Agent with the highest dollar amount of Eligible Bookings will be awarded the applicable Prize. The Winner must sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Release and Declaration, a Publicity Release (collectively, "the Releases"). Winner must be at least 18 years of age. Noncompliance may result in disqualification and an alternate winner may be selected. Winner will be responsible for paying any notary public fees or taxes they may owe on a prize.

PRIZE TERMS:

Grand Prize includes the listed itinerary only of the tour and excludes optional or additional services not expressly included in the applicable itinerary or prize, for example transfers, pre/post-tour accommodation, 'My Own Room', insurance, amendments, vaccinations, and all incidentals, meals, gratuities, taxes, fees, levies and transportation. All travel related expenses including but not limited to transportation to and from home, airfare costs exceeding the aggregate total specified herein, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, food & beverage and excursions not specifically included in the applicable trip itinerary and personal expenses including but not limited to telephone/Internet charges and gift shop purchases are the sole responsibility of the Grand Prize Winner.

Redemption of Grand Prize: i) is subject to availability, ii) is valid on new bookings only, iii) may not be combined with any other offer or discount, iv) has no cash value, v) is not transferable or assignable, vi) is not eligible for "Lifetime Deposit" nor "Guaranteed Departure", vii) cannot be exchanged by the Grand Prize Winner, and ix) is non-commissionable if booked by or through an agency. Grand Prize Winner must contact G Adventures directly by phone and/or email and quote Burgundy VIP FAM at time of booking. Grand Prize Winner must agree to G Adventures' booking terms and conditions, found here: gadventures.com/terms/. Grand Prize Winner is solely responsible for ensuring they have medical insurance in an amount no less than US \$200,000 covering medical, evacuation, and repatriation while travelling which is a mandatory requirement for participation on all G Adventures trips as set out in G Adventures' booking terms & conditions.

Actual retail value of Grand Prize may vary depending on point of departure, and fare/rate fluctuations; any difference in the value of the Grand Prize as stated herein and value at time of Grand Prize notification or awarding, if any, will not be awarded. All reservations will be made by an agent of G Adventures. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. The Grand Prize is subject to change at G Adventures' discretion, however such alternate trip shall have a value no less than the Grand Prize originally awarded. If weather affects the ability for Winner to redeem any portion of the Grand Prize G Adventures shall have no further obligation to Winner other than to supply the remaining elements of the Grand Prize package minus the unused portion of Grand Prize. If for any reason whatsoever, Winner is unable to travel after all travel arrangements have been made and paid, G Adventures shall have no further obligation to the Winner. If Grand Prize is forfeited prior to G Adventures finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the Grand Prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. Winner is responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport and any visas or permits) and vaccinations prior to travel at Winner's expense.

Winner acknowledges and agrees that they are responsible to ensure their eligibility to travel internationally and, if applicable, their proper and lawful eligibility to enter any country or region included in the Grand Prize trip itinerary, and to re-enter their country of residence, and represent and warrant to G Adventures that they possess or are able to procure a valid passport for the duration of the trip, if necessary, according to current international travel law. If Winner is unable to attend their prize trip due to passport, entry or other legal or regulatory restrictions, they shall be deemed to have forfeited the Grand Prize and G Adventures shall not be liable for any damages resulting from such inability to attend.

CONDITIONS OF ENTRY: All entrants hold G Adventures, the Contest Entities and its their directors, officers, employees, agents (the "Indemnified Parties") harmless from and against all claims of any nature arising in connection with entrant's participation in the Contest and acceptance or use of a prize. Insofar as is permitted by law, the Indemnified Parties will not in any circumstances be responsible or liable to compensate the Winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Indemnified Parties.

The Indemnified Parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond their control. Entrants are solely responsible for their entries. Entrants may not submit materials that introduce any software viruses, worms or other programs designed to damage software, hardware or telecommunications equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or expletives, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party. If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of G Adventures which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, G Adventures reserves the right to cancel, terminate, modify or suspend the Contest, at which time, G Adventures will determine the Winner from amongst entrants received prior to such cancellation, termination, or suspension.

By participating in the Contest, entrants (i) agree to be bound by the Contest Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of G Adventures, which are final and binding in all matters relating to the Contest. G Adventures reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated the Contest Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select winners from among all eligible entries received prior to withdrawal.

Participation in the Contest in no manner constitutes an endorsement or support by G Adventures of any views, aims, products or services. Entrants shall not advertise or otherwise claim to have obtained any such endorsement or support. G Adventures' name and logo are the property of G Adventures and should not be used in any manner whatsoever without the prior consent of G Adventures. G Adventures must approve in writing any statement, advertisement, press release or similar communication in any media, relating to entrants' participation in the Contest.

The Contest will be governed by Ontario law and entrants to the Contest submit to the exclusive jurisdiction of Ontario courts.

PRIVACY: Personal information collected from entrants is subject to the G Adventures' Privacy Policy, which can be found at <u>https://www.gadventures.com/terms-conditions/privacy/</u>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope by October 31, 2019, to: Burgundy VIP FAM <u>Official Rules Request</u>, G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.

WINNER CONFIRMATION: For a written confirmation of the Winner (available after October 31, 2019), send a stamped, self-addressed envelope (no later than 30 days after the end of the Contest Period), to: Burgundy VIP FAM <u>Winner Confirmation Request</u>, G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.

SPONSOR: G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.