

## **150 Ways to Celebrate Canada Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Please note: Your participation in the 150 Ways to Celebrate Canada Sweepstakes (the "**Promotion**", consisting of a sweepstakes (the "**Sweepstakes**") and an instant win game (the "**Instant Win Game**")) means that you have read and unconditionally agree to the Official Rules for the Promotion set forth below, without modification ("**Rules**"). Please read the Rules carefully. If you do not agree with them and/or if you do not meet the eligibility criteria set forth below, please do not participate in any component of the Promotion.

**1. Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States (including District of Columbia) and Canada who are at least the age of majority in his/her place of residency and older. Employees of Fairmont Hotels Inc., HelloWorld, Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, provincial, territorial, municipal, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Fairmont Hotels Inc., 155 Wellington St. West, Ste. 3300, Toronto ON M5V 3H1 Canada. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

**3. Timing:** The Promotion begins on April 10, 2017 at 12:00 a.m. United States Eastern Time ("ET") and ends on May 31, 2017 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, visit [FairmontCelebratesCanadaSweepstakes.com](http://FairmontCelebratesCanadaSweepstakes.com) and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the electronic shuffleboard Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder.

**Bonus Entries:** You can earn bonus Sweepstakes entries as outlined below.

**Tell A Friend Program:** After you enter the Promotion, you will be invited to submit the names and email addresses of up to three (3) friends per day who must be eligible to enter the Promotion. Each person that you refer will receive an email notifying him or her about the Promotion. For each referral of up to three (3) friends per day with valid email addresses, you will be given one (1) additional entry into the Sweepstakes up to a total of three (3) additional entries per day during the Promotion Period. You may only refer persons with whom you have an existing relationship. **FOR CANADIAN REFERRALS** - You may only provide the names and email addresses of Canadian residents if you have a family or personal relationship with them. By providing their names and email addresses, you are confirming that you have such a family or personal relationship (or you are confirming that you are not providing any Canadian residents' names and email addresses). A "family relationship" means that you are related to the other individual through a marriage, a common law partnership, or any legal parent-child relationship and have engaged in direct, voluntary, two-way communication with that individual. A "personal relationship" means that you engage or have engaged in direct, voluntary, two-way communications with the other individual and it would be reasonable to conclude you have a personal relationship, taking into consideration any relevant factors such as the sharing of interests, experiences, opinions and information evidenced in the communications, the frequency of communication, the length of time since you have communicated or whether you have met in person. If you do not have such family or personal relationship with each Canadian resident, you may be found in violation of Canadian law and subject to fines and penalties.

**Twitter Share Referral:** After you enter the Promotion, you will be invited to share the Sweepstakes on Twitter by clicking on the link to share a prepopulated message on Twitter. By doing so, you will be given one (1) additional entry into the Sweepstakes. Limit: up to one (1) bonus Sweepstakes entry per day during the Promotion Period.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: The drawing will be conducted on Sponsor's behalf by Administrator at approximately 12:00 p.m. ET on June 1, 2017 in Southfield, MI U.S.A. Instant Win Game: One hundred fifty (150) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by email. The Grand Prize winner will be required to sign and return a Declaration of Compliance, which must be received by Administrator within ten (10) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential Instant Win Game First Prize winner will be required to provide his/her mailing address (P.O. Boxes are not permitted), which must be received by Administrator within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner is a Canadian resident, he/she will be required to

correctly answer a time-limited skill-testing question in order to be eligible to receive a prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance or provide any other requested information within the required time period (if applicable), fails to correctly answer the skill-testing question (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded.

## **8. Prizes:**

**Sweepstakes Prize: ONE (1) GRAND PRIZE:** A trip for two (2) to Montreal, Canada. Trip package includes roundtrip coach-class air transportation from an airport near winner's home (determined by Sponsor in its sole discretion) to Montreal, Canada; three (3) nights' accommodations at Queen Elizabeth Hotel; and \$150 hotel credit. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be twenty-one (21) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. If applicable, winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Approximate Retail Value ("ARV"): \$2,847 USD. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes: ONE HUNDRED FIFTY (150) FIRST PRIZES:** A one (1)-night stay at any Fairmont property in Canada, fulfilled as an e-voucher. ARV: \$275 USD. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

**For All Prizes:** No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL MAXIMUM ARV OF ALL PRIZES: \$44,097 USD.

**9. Publicity:** To the extent permitted by applicable law, Sponsor and its agents may use each winner's name, likeness, and/or hometown and state or province for promotional purposes in any online or other media, worldwide, without further payment or consideration for up to one (1) year following the conclusion of the Promotion.

**10. Release and Indemnity:** Please read this Section carefully. It affects your legal rights.

- a. Release:** By participating in this Promotion and the acceptance or use of any Prize, the applicable Entrant agrees to release and hold harmless Sponsor, Administrator, the Fairmont Hotels, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action arising out of, relating to, associated with or incidental to the Promotion ("**Claims**"), whether known or unknown to Entrant, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any Prize. Entrant further agrees to permanently and forever waive any and all such Claims to which it may be entitled, including those of which it may not be aware as of the date of this waiver.

For residents of California: Residents of California, United States of America, explicitly agree to waive the protections to which they may be entitled under California Civil Code Section 1542, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- b. Indemnity:** Each Entrant agrees to indemnify, defend and hold the Released Parties harmless from and against any and all Claims arising out of or relating to the Entrant's failure to comply with these Rules and Entrant's acts or failures to act.

**11. Limitation of Liability:** Entrant acknowledges and agrees that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail or email; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Released Parties are not responsible for any typographical/other error in Entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an Entrant's Sweepstakes entry and/or Instant Win Game play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the applicable portion of the Promotion, if it is possible. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Promotion Prizes as set forth in these Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes

offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Rules of this or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

**13. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan. For Residents of Quebec Only: Any litigation 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 litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.frhi.com/privacypolicy/>) and Administrator's Privacy Policy (<http://www.helloworld.com/privacy-policy>).

**15. Winner List:** For a winner list, visit <http://bit.ly/2mG6fMs>. The winner list will be posted after winner confirmation is complete.

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