



## **SWOOP WORLD KINDNESS DAY CONTEST** **#WorldKindnessDay Swoopstakes**

### **Official Contest Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

- 1. SPONSOR:** The Swoop World Kindness Day Contest (The “**Contest**”) is conducted by Swoop, Inc., located at 330, 4311 12 Street NE., Calgary, T2E 4P9 (“**The Sponsor**”).

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. You understand that you are providing your information to the Sponsor (defined below) and not to Facebook, Twitter or Instagram. Any personal information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy (see below). Facebook, Twitter and Instagram are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook, Twitter or Instagram. You may only use one (1) Facebook account (the “**Facebook Account**”), one (1) Twitter account (the “**Twitter Account**”, and one (1) Instagram Account (the “**Instagram Account**”) to participate in this Contest;

#### **2. ELIGIBILITY:**

- (a) The contest is open to residents of Canada, excluding the province of Quebec, who have reached the age of majority in the jurisdiction in which he/she resides at the time of entry.
- (b) The contest is not open to employees and any person who is or purports to be a family member (defined as spouse, common-law, travel companions, dependents for federal income tax purposes, or step- or biological mother, father, sister, brother, daughter or son) of any employee of Sponsor, or their respective affiliated companies, subsidiaries, agents, and advertising or promotional agencies.
- (c) All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in

disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

### 3. HOW TO REGISTER AND ENTER THE PRIZE DRAW:

- (a) The Contest entry period (the “**Contest Period**”) begins at 12:01 a.m. Mountain Standard Time (“**MST**”) on November 13, 2018 and ends at 11:59 p.m. MT on November 14, 2018.
- (b) To participate in this Contest, you must have a valid Facebook, Instagram and/or Twitter Account that is publicly visible (not private). If you do not have an account, visit [www.facebook.com](http://www.facebook.com), [www.twitter.com](http://www.twitter.com), and/or [www.instagram.com](http://www.instagram.com), and register in accordance with the enrolment instructions for a free Facebook, Instagram and/or Twitter account.
- (c) There are three (3) ways to enter the contest and each method of entry offers (1) chance to win during the Contest Period.
  - (i) Visit [Fly Swoop on Facebook](#); and Comment on Swoop’s #WorldKindnessDay post telling us how you’re spreading a little extra kindness. The post is “pinned” to the top of the @FlySwoop Facebook profile for quick and easy access.
  - (ii) [Follow @FlySwoop on Twitter](#); and send a tweet about how you’re spreading a little extra kindness, making sure to tag/mention @FlySwoop and include the hashtag #WorldKindnessDay.
  - (iii) [Follow @FlySwoop on Instagram](#); and share a #WorldKindnessDay post about how you’re spreading a little extra kindness, making sure to tag/mention @flyswoop and include the #WorldKindnessDay hashtag.

#### OR

Just comment on the #WorldKindnessDay Post (posted on November 13 at 6am MT) sharing how you’re spreading a little extra kindness.

- (d) Each Entry Platform will be considered a valid Entry. Each Entrant can enter via any or all platforms to earn up to three (3) valid Entries.

To be eligible for an Entry you must comply with the Facebook, Instagram and Twitter Community Standards.

- (e) There are up to three (3) Entries per entrant throughout the Contest Period, for a maximum of one (1) Entry per entrant/per method (email address or social platform). If it is discovered that any person has attempted to use (or attempts to use) multiple names, identities and/or more than one (1) Account to enter the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and all of his/her Entries voided. Use (or attempted use) of multiple names, identities, Facebook, Instagram, Twitter Accounts, or any

automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

- (f) IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL ANY PERSON BE PERMITTED TO OBTAIN MORE THAN THE MAXIMUM NUMBER OF ENTRIES AS STATED IN THESE RULES.
- (g) NO PURCHASE NECESSARY: Although online access and a Facebook, Instagram or Twitter account is required to enter a Contest, no purchase of any kind is required – many public libraries, retail businesses and others offer free access to computers and to the Internet. Facebook, Twitter, and Instagram accounts are available without charge.

#### 4. GRAND PRIZE:

The Grand Prize (the “**Grand Prize**”) consists of round-trip flights for two (2) people from a Canadian airport serviced by Swoop, closest to the winner’s residence, to any regularly scheduled, marketed and operated destination in Swoop’s network. Approximate maximum retail value \$2000.00 CAD. Sponsor will be responsible for applicable airfare taxes, fees and surcharges.

#### 5. GRAND PRIZE CONDITIONS:

- a. Any and all Contest prizes must be accepted as awarded and may not be transferred, assigned, or substituted except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute any stated prize (or portion thereof) with an alternate prize of comparable or greater value at its sole and absolute discretion, for whatever the reason. Grand Prize may not be exactly as advertised, and except as expressly warranted herein, any Grand Prize is provided “as is” without further warranty of any kind.
- b. Grand Prize is valid towards return **travel between November 20, 2018 – February 28, 2019**. Travel date restrictions apply. **Applicable blackout dates: December 13, 2018 – January 9, 2019; February 14-19, 2019**. Seats are subject to availability and economy space. No changes to destinations, names, travel dates etc., will be accepted. Grand Prize is not valid for any flights departing after such date and extensions to the expiry date are not permitted. **Grand Prize must be booked no later than December 31, 2018**, after which time the prize will expire. Winner and his/her designated guest must travel on the same itinerary in both directions. Winner and his/her guest are responsible for ground transportation (incl. transfers to hotel) to and from the gateway airport and all other expenses not

stated as included herein. Changes to flights and or passenger names are not accepted, once the booking has been confirmed.

- c. Taxes, fees and applicable surcharges are included and will be paid by the sponsor.
- d. Transportation is subject to availability, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. Seasonal service and schedule will apply; certain travel dates may not be available.
- e. All prize details will be determined in the sole discretion of Sponsor. Some restrictions may apply. Travel arrangements must be made online at [www.flyswoop.com](http://www.flyswoop.com). Tickets are subject to certain terms and conditions as specified by issuers. The Prize Participants must travel together in economy seats on the same itinerary and are responsible for ensuring they have all necessary travel documents (e.g., valid passport, visas etc.). Sponsor Entities are not responsible in the event any Prize Participant is refused boarding at any time by the airline or airport security. Any unused portion of the prize will be forfeited. Each Prize Participant must be of age of legal majority in his/her jurisdiction of residence, unless accompanied by a parent or legal guardian. The Sponsor is responsible for applicable airfare taxes, fees and surcharges associated with the round-trip flight for two.<sup>1</sup> The winner is fully responsible for all other applicable federal, provincial, and municipal taxes (including income and withholding taxes).

Any and all additional costs and expenses associated with prize acceptance and use not specified herein as being provided including but not limited to health insurance, transportation costs (including carry on, checked baggage fees and excess baggage fees), onboard food and beverage, pre-seat selection, seat upgrades, in-flight entertainment, gratuities and other expenses incurred by the winner (and any guests) in claiming, accepting and/or using the prize are the sole responsibility of the winner

## **6. WINNER SELECTION:**

From all eligible entries from each platform a random draw will be made in Calgary, Alberta at approximately 1:00 p.m. MT on February 16, 2018 where one (1) eligible winners will be selected for the Grand Prize. A random selection from all eligible Entries received will be drawn where only one (1) Grand Prize winner will be drawn on November 15, 2018.

## **7. HOW TO CLAIM A PRIZE:**

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<sup>1</sup> Addition: Sentence inserted for clarification: Applicable taxes, fees and surcharges related to the flights are included in the Grand Prize and will be paid for by the Sponsor.

Selected eligible Prize winner will be contacted via email or direct message via the platform of entry (Facebook, Twitter or Instagram) within five business days of the prize draw. In order to be awarded the Prize, the selected entrant must respond to the notification within 5 business days. Further, in order to be awarded the Prize, the selected eligible entrant must meet all Eligibility requirements and correctly answer a mathematical skill-testing question without electronic, mechanical or any other kind of assistance. The skill-testing question will be administered at such time and in such manner as the Sponsor determines in its sole discretion. The selected entrant must then complete and sign a Declaration and Release Form confirming compliance with the Rules, acceptance of the Prize as awarded, without substitution, and releasing the Sponsor, the Prize Supplier, their respective affiliated and related companies, advertising and promotional agencies, and its shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any liability in connection with any prize or the Contest. The winner must also arrange for the signature and return of a Declaration and Release for his/her guest before being entitled to the Prize. If the winner's guest is/are a minor, such person must have consent from their parent or legal guardian who must sign the Declaration and Release on their behalf and accompany them on the trip. Such Declaration and Release Forms must be signed and returned within 5 business days of notification, failing which the Prize will not be awarded, and the Sponsor will draw an alternate random winner.

The prize will be awarded as a unique, one-time use voucher code that will be provided via email once all eligibility criteria have been met.

## **8. GENERAL:**

By entering the Contest, entrants agree to be bound by these Rules, which are subject to change without notice, and all decisions of the Sponsor which are final. By entering, entrant grants the Sponsor, the Prize Supplier and their respective affiliates the right, but not the obligation, to use their photograph, filmed or recorded image, name and city of residence, and Comment in all publicity campaigns related to the Contest without further notice or compensation. Entrants agree to provide a valid email, Facebook, Twitter or Instagram profile in order to enter the Contest. In the event of a dispute regarding the identity of the person submitting the entry, the entry shall be deemed to be submitted by the person in whose name the Account is registered. Entries must be completed through legitimate channels as stated in the Rules. Entries will be void, and associated entrants disqualified if Entries are in whole or in part incomplete, forged, counterfeit, tampered with, produced in error or obtained through fraud or theft. Any use of robotic, automatic, macro, programmed or like entry methods will void all such Entries by such methods and will result in disqualification of associated entrant. Entries acquired while violating any part of these Rules shall be void and associated entrants disqualified. The Sponsor reserves the right to disqualify an entrant, and all of their respective Entries, if that entrant does not meet all Rules. All decisions of the Sponsor are final. The Releasees: i) makes no warranty, guaranty or representation of any kind concerning the Prize, ii) except where prohibited by law, disclaims any implied warranty, and iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance or use or misuse of the

Prize, travel related thereto or from entrant's participation in the Contest. The Contest will run in accordance with these Rules, subject to amendment by the Sponsor. All entries become the property of the Sponsor and will not be returned. Sponsor assumes no responsibility for lost, stolen, delayed, damaged or misdirected entries or for any failure of email, Facebook, Instagram or Twitter during the Contest, 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 email or entry to be received by the Sponsor whether or not due to the fault of the foregoing or of any other person, or whether due to computer mishaps, 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 playing or downloading any material in the Contests. Any attempt to deliberately damage Swoop's Facebook page account or any other website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. The Sponsor is not responsible for injury or damage to online participants' or any other person's computer or mobile device related to or resulting from participation in the Contest, or downloading materials from or use of Facebook. If, for any reason whatsoever, any part of the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes which in the sole opinion of the Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and to select winner from eligible entries received prior to the action taken or in some other manner that the Sponsor deems fair and equitable. The Sponsor reserves the right in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest, or to be using automated methods to attempt to receive additional entries into the Contest, or to be acting in violation of these Rules or with intent to annoy, abuse, threaten or harass any other person or to be acting in an otherwise disruptive manner. The Sponsor is not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in advertising, the Rules, the selection and announcement of winner, or the distribution of the prize. Sponsor will use your personal information for the purposes of conducting the Contests in accordance with Sponsor's Privacy Policy, located at [www.flyswoop.com](http://www.flyswoop.com), and applicable law. This Contest is governed by the laws of Alberta and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel or modify the Contest or the Contest rules at any time without notice