TEN Air Connect: Sweepstake Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. Further eligibility restrictions are contained in the Official Rules below. Void where prohibited by law, outside the United States and Canada, and in the province of Quebec. Subject to all federal, state, provincial, territorial, and local laws, regulations, and ordinances.

These rules and regulations (the "Official Rules") shall govern the TEN Air Connect: Sweepstake (the "Sweepstake) for the Prize (as defined below). All entries in the Sweepstake (each, an "Entry" as submitted by an individual "Entrant") is subject to the terms and conditions contained herein. By participating in the Sweepstake, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules. The sponsors for this Sweepstake are Travel Edge (Canada) Inc., and Travel Edge (USA) Inc. (together, "Travel Edge").

KEY DATES

The Sweepstake will begin at 9:00am EST on January 22, 2025 and will close at 8:29pm EST on March 7, 2025 (the "Sweepstake Period).

ELIGIBILITY

Participants in the Sweepstake must be at least 18 years of age or older or the age of majority in their state or province of residence. Participation in the Sweepstake is only open to individuals meeting the following criteria at the time of entry (each an "Eligible Travel Edge Advisor"):

- the individual is a travel-selling member of the Travel Edge network (the "Travel Edge Advisor") that is an independent contractor, employee, owner/manager, or other authorized travel selling representative of an independent travel business (the "TEN Contractor") that has an active travel services agreement with Travel Edge; and
- the applicable TEN Contractor that the Travel Edge Advisor is affiliated with has been authorized to participate in and on-boarded to the TEN Air Connect Program; and
- the individual is a legal resident of the United States or Canada, other than the province of Quebec.

The following individuals are prohibited from entering into the Sweepstake:

Employees of Travel Edge or any of its Affiliates. "Affiliate" means any entity that directly or
indirectly controls or is controlled by, or is under common control with Travel Edge. For purposes
of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of
the voting interests of a party.

Travel Edge reserves the right to determine whether an Entrant meets the eligibility criteria for participation in the Sweepstake in its sole discretion. This Sweepstake is void where prohibited by law, outside the United States and Canada, and in the province of Quebec. In the event that a Travel Edge Advisor completes the on-boarding forms required for the TEN Air Connect Program, but is not authorized to sign up for the TEN Air Connect Program on behalf of an applicable TEN Contractor, Travel Edge reserves the right to contact the Travel Edge Advisor's applicable TEN Contractor to administrate on-boarding at the TEN Contractor level.

HOW TO ENTER

There are only two ways to enter the Sweepstake:

(1) **BOOK WITH TEN AIR CONNECT**: Any Eligible Travel Edge Advisor that uses the TEN Air Connect Program to make at least one air ticket booking for a client during the Sweepstake Period shall automatically receive one Entry into the Sweepstake. Bookings must be made in

- compliance with the terms of the applicable TEN Contractor's agreement with Travel Edge (including any terms associated with that TEN Contractor's participation in the TEN Air Connect Program) and the ADX terms of use. Any booking cancelled prior to the end of the Sweepstake Period shall not be counted as an eligible Entry.
- (2) **WRITE-IN**: An Eligible Travel Edge Advisor entering through a write-in submission must legibly handwrite or type (i) Entrant's complete name, (ii) Entrant's mailing address, (iii) Entrant's phone number, (iv) Entrant's email address, (v) the TEN Contractor with whom Entrant is associated, (vi) Entrant's date of birth, and (vii) the following text between the quotations "**Personalized travel, designed with you in mind**", on a postcard or a card that is no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches, and mail the postcard or card with proper postage to:
 - A. If you are an eligible Entrant residing in the United States:

Travel Edge (USA) Inc. c/o TEN Air Connect Sweepstake 333 City Blvd West, Suite 1700 Orange, CA 92868

B. If you are an eligible Entrant residing in Canada:

Travel Edge (Canada) Inc. c/o TEN Air Connect Sweepstake 2 Queen Street East, 20th Floor Toronto, ON M5C 3G7 Canada

All write-in entries must be postmarked by March 7, 2025 and received by March 12, 2025. There is a limit of one (1) write-in entry per envelope. Multiple entries submitted or entries completed by anyone other than the Entrant are void. Write-in entries must contain all entry fields outline above, otherwise they are void and will not be eligible to win.

ENTRIES

Regardless of the entry method used to enter the Sweepstake, there is a limit of one (1) Entry per Entrant and a limit of one Prize per Entrant/household. By way of example, if an Eligible Travel Edge Advisor makes more than one booking through the TEN Air Connect Program during the Sweepstake Period, that Eligible Travel Edge Advisor shall be deemed to have made one (1) Entry regardless of the number of actual bookings made. In addition, if an Eligible Travel Edge Advisor submits more than one write-in Entry, then that Eligible Travel Edge Advisor shall be deemed to have made one (1) Entry regardless of the number of write-in entries made. Your choice of entry does not impact your chance to win. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's Entry and that Entrant may be disqualified from the Sweepstake. Any Entry received by Travel Edge outside of the periods indicated above, regardless of the reason, shall be null and void.

Travel Edge is not responsible for any Entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, Entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, issues with the postal services (including labour strikes), or otherwise. Proof of submission will not be deemed to be proof of receipt by Travel Edge.

PRIZES

There is one (1) prize available to be won (the "Prize") as follows:

- One (1) prize package consisting of the following:
 - Two (2) economy class round-trip tickets for travel between North America including Mexico & the Caribbean, valid for travel on Air Canada, Air Canada Express and Air Canada Rouge scheduled flights only.

The approximate retail value the Prize is \$3,000 CAD. However, depending on the itinerary selected, the approximate retail value of the Prize could differ. For example, if the retail value of the return tickets in the itinerary chosen by the Prize winner is \$1,000 CAD, then the actual retail value of the Prize shall be \$1,000 CAD. Each Prize must be redeemed by the Entrant and may be extended to one (1) guest of Entrant (the "Guest"). Both the Entrant and the Entrant's Guest must comply with all applicable requirements, obligations, and conditions set forth in these Official Rules.

DRAWING & ODDS

On or about March 16, 2025, one potential Prize winner (the "**Potential Winner**") will be selected at random from all eligible Entries received by Travel Edge. The drawing is expected to take place during the Travel Edge Limitless Live event, but Travel Edge may elect to perform the draw at another place and time of its choosing in its sole discretion. An Entrant's chance of winning the Sweepstake is variable and dependent on the total number of Entries received by Travel Edge during the Sweepstake Period. For example, if there are 100 Entries, then Entrant will have a 1% chance of winning the Sweepstake.

VERIFICATION AND NOTIFICATION

EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY TRAVEL EDGE. TRAVEL EDGE'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL WINNERS AND OTHER MATTERS RELATED TO THE SWEEPSTAKE. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. TRAVEL EDGE MAY IN ITS SOLE DISCRETION ELECT TO WAIVE STRICT ENFORCEMENT OF ANY TERM IN THESE OFFICIAL RULES, IN ALL OR IN PART, INCLUDING WITHOUT LIMITATION IN ORDER TO ENSURE THAT THE SWEEPSTAKE IS ADMINISTERED FAIRLY AND EQUITABLY.

The Potential Winners will be notified by Travel Edge by email and/or phone on or about March 16, 2025 at the contact information that Travel Edge has on file for the Potential Winner (the "**Notification**"). Within 48 hours of the Notification (or such other longer period as is set out in the Notification), the Potential Winner must:

- reply to the Notification indicating their acceptance of the Prize;
- provide or complete any additional paperwork, including without limitation any liability, publicity (where permitted by law) and other consents, releases and/or other documentation (the "Paperwork") as reasonably required by Travel Edge, or as required by applicable law;
- answer a skill-testing question; and
- otherwise be eligible to receive the Prize and comply with the Official Rules in Travel Edge's sole discretion.

After receipt of the required information from the Potential Winner, verification of any Paperwork by Travel Edge, and confirmation of eligibility in all other respects by Travel Edge, a Potential Winner shall be confirmed as a Prize winner (a "**Prize Winner**") and will be notified that they have been so confirmed as a Prize Winner by Travel Edge and be provided with instructions on how to redeem the Prize.

In the event the Notification is returned as undeliverable, Potential Winner fails to respond to the

Notification within 48 hours of Travel Edge's Notification with their acceptance, does not provide the requested Paperwork, or if it is determined by Travel Edge, in its sole discretion, that a Potential Winner is not eligible or disqualified in accordance with these Official Rules, then Travel Edge shall select another alternate Potential Winner who will be selected at random from among all remaining eligible Entries, and who will be subject to the procedures outlined above. Travel Edge will repeat this process until: (1) a Prize Winner has been confirmed; or (2) Travel Edge has made a Notification to three (3) Potential Winners without successfully confirming a Prize Winner in accordance with these terms (the "Attempts") (which number of Attempts may be increased in Travel Edge's sole discretion), whichever of the two is earlier.

PRIZE CONDITIONS

The following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or or convertible to cash (except as may be specifically permitted by Travel Edge in its sole and absolute discretion); (ii) no substitutions except at Travel Edge's option; (iii) the Prize is subject to any and all additional terms, conditions, and restrictions set by the travel supplier or provider, including but not limited to in respect of book by and travel by dates, restrictions on modifications, and general conditions of carriage; (iv) Prize Winner is responsible for all applicable fees, such as airport/departure taxes, security charges or other third party fees, and taxes or charges are the sole responsibility of the Prize Winner and his/her Guest; (v) the Prize Winner and his/her Guest (if applicable) must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel; and (c) not have any barrier to re-entry into Canada or the United States (if and as applicable); (vi) the costs of everything not specifically stated above as included in the Prize are the sole and absolute responsibility of the Prize Winner and his/her Guest, including, without limitation; ground transportation to/from airport; airline baggage fees; any necessary travel documentation required including a valid passport; travel and medical insurance; incidental expenses; tips and gratuities; income and other taxes; and all other costs and expenses not otherwise mentioned herein; (vii) if the Prize Winner and/or his/her Guest do not utilize any component(s) of the Prize, then any such component(s) not utilized may, in the sole and absolute discretion of Travel Edge, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (viii) Travel Edge reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at Travel Edge's sole discretion, a cash award and (c) modify travel dates and arrangements based on availability and providers approval; (ix) all travel arrangements relating to the Prize must be made directly with the supplier or as otherwise instructed by Travel Edge; (x) by accepting the Prize, the Prize Winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part; and (xi) the Prize Winner's Guest must: (a) be of the age of majority in his/her state or province/territory of residence; and (b) sign and return Travel Edge's release (by the date indicated by Travel Edge) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto). Certain blackout dates may apply. Travel restrictions may apply. The Prize Winner is responsible for paying any applicable federal, provincial, state, local, income and withholding taxes, if any. In the event that any tax withholding is required by law for the Prize, Prize Winner authorizes Travel Edge to make the corresponding deduction. Any Prize details not specified above will be determined by Travel Edge, in its sole discretion. Prize is awarded "as is" without any warranty or guarantee, either express or implied by Travel Edge.

ADDITIONAL CONDITIONS AND RELEASES

By participating in the Sweepstake, each Entrant (on its own behalf and on behalf of any Guest, if applicable) agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Travel Edge, which are binding and final in all matters relating to this Sweepstake; (b) defend, indemnify, release and hold harmless Travel Edge, its Affiliates, and each of their respective past and present officers, directors, employees, agents, attorneys and representatives, and

their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, losses, damages, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entry, creation of an Entry or submission of an Entry, participation in the Sweepstake, use or misuse of any website or platform or their associated terms of use, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of the Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of Entry. Released Parties are not responsible if the Prize, or any portion thereof, is delayed, postponed or canceled for any reason, in which event that portion of the Prize is forfeited in its entirety and no substitution will be provided except as in Travel Edge's sole discretion.

PUBLICITY

Except where prohibited or restricted by law, Prize Winner's acceptance of, and Guest's participation in, the Prize, or any portion thereof, constitutes the Prize Winner's and Guest's agreement, permission and consent for Travel Edge, its Affiliates, and any of their designees to use and/or publish Prize Winner's and/or Guest's full name, city and state or province of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), address and/or statements made by Prize Winner and/or Guest regarding the Sweepstake or otherwise (including any written statements or paragraphs that form part of an Entry), worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Travel Edge or its Affiliates in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Prize Winner is solely responsible for acquiring Guest's agreement and consent for all required documents, and failure to do so will disqualify Guest from participating in any portion of the Prize.

GENERAL CONDITIONS

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any Prize to Entrants, with regard to: (a) Entries that contain inaccurate information or do not comply with or violate these Official Rules; (b) Entries, Prize claims or notifications that are lost, late, incomplete. illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the Prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Prize Winner to accept all or part of the Prize for any reason; (f) if a Prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Travel Edge's reasonable control; or (g) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in this Sweepstake or any promotion or Prize related activities. Travel Edge reserves the right, in its sole discretion, to disqualify any individual it finds to be (w) tampering with the Entry process or the operation of the Sweepstake, or with any website promoting or required to deliver or administrate the Sweepstake; (x) acting in violation of these Official Rules; (y) acting in an unsportsmanlike, unethical, illegal, or disruptive manner, or annoying, abusing, threatening or harassing any other person (or acting with the intent to do any of the foregoing) or (z) entering or attempting to enter the Sweepstake multiple times in violation of these Official Rules or the use of any robotic or automated device in connection with your participation in the Sweepstake. If Travel Edge determines, in its sole discretion, that technical difficulties, malfunction, error, disruption or damage or other unforeseen events compromise the administration, security, fairness, integrity, proper conduct or viability of the Sweepstake, Travel Edge reserves the right to void the Entries at issue, and/or terminate the relevant portion of the

Sweepstake, including the entire Sweepstake, and/or modify the Sweepstake and/or these Official Rules and/or award the Prize from all eligible Entries received as of the termination date. Travel Edge reserves the right to suspend, modify or cancel the Sweepstake before the end of the Sweepstake Period. In the event the Sweepstake is canceled, all Entries into such will be deemed null and void, no winners will be selected, and no Prizes will be delivered. Travel Edge reserves the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules and/or these terms and conditions, to the extent necessary, for purposes of verifying compliance of any Entrant, or Entry with these Official Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Travel Edge, affects the proper administration of the Sweepstake as contemplated in these Official Rules.

LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstake; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, Internet services or network hardware or software (including any technical failures caused by, due to, or in respect of, third parties); (c) unauthorized human intervention in any part of the entry process or the Sweepstake (d) technical or human error or negligence in the administration of the Sweepstake or the processing of Entries; (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstake (including use of any third party software or services) or receipt or use or misuse of any Prize by Prize Winner or Guest; or (f) any assessment made by you or any of your advisors regarding the tax treatment, tax consequences, or any other tax matters related to your participation in the Sweepstake. The Released Parties are not responsible if any Prize cannot be awarded or fulfilled due to travel or event cancellations, delays, interruptions due to Acts of God, acts of war, natural disasters, weather, or terrorism or other circumstance beyond Released Parties' control; in the event of such cancellation or unavailability after travel has been booked, the remainder of the trip will be awarded as the complete Prize.

DISPUTES

Except where prohibited by law: (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstake, or any Prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstake, or any Prizes awarded, shall be resolved exclusively by the courts of Toronto, Ontario; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred up to a maximum of \$10.00 Canadian dollars, including costs associated with entering this Sweepstake, but in no event attorneys' fees; and (d) under no circumstances will Entrants (or any other party) be permitted to obtain awards for, and hereby waive all rights to claim, indirect, punitive, incidental, special, 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; and (e) Entrant (and any other party's) remedies are limited to a claim for money damages (if any) and Entrants (and all other parties) irrevocably waive any right to seek injunctive or equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Travel Edge in connection with the Sweepstake, shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

WAIVER & SEVERABILITY.

A waiver by Travel Edge of any term in these Official Rules does not constitute a waiver of any other provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the

validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, to the extent invalid, unenforceable and/or illegal, such provision(s) shall be deemed omitted and the remaining provisions will continue in full force and effect and be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law.

PRIVACY STATEMENT

Travel Edge is committed to protecting your privacy. Personal information collected will be handled in accordance with Travel Edge's <u>Privacy Policy</u>, and used for purposes that include, but are not limited to administer the Sweepstake, notify the Prize Winner, administer Prizes, and for any other use contemplated in these Official Rules.

WINNER'S LIST

To request a winners list, send an email to **air.connect@traveledge.com**. Requests must be received by March 31, 2025.