## **Ultimate Alberta Road Trip - Official Rules**

By participating in this promotional contest (the "Contest"), each participant unconditionally accepts and agrees a) to the terms and conditions set out in these Official Rules, and b) the decisions of Travel Alberta and Chrysler Canada Inc. (the "Sponsors") with respect to all aspects of the Contest, which decisions will be final and binding.

- 1. Eligibility: No purchase is necessary to enter or win. In order to participate in this Contest an individual must be a resident of Alberta, Canada only and must have, at the time of entry be at least twenty five (25) years of age. Employees of the Sponsors, its affiliates and subsidiary companies, its agents and advertising agencies are not eligible. As well, immediate family members (parent, child, sibling and spouse) of such an employee and any person domiciled with such an employee are not eligible.
- Contest Period: The Contest opens at 12:01 a.m. Mountain Standard Time ("MST") on May 24<sup>th</sup>, 2013 and closes at 11:59:59 p.m. MST on March 29<sup>th</sup>, 2014.
- 3. Entry: You may enter the Contest by completing an online entry form located at <u>www.albertaroadtrip.com</u>. You must complete all fields on the contest entry form. Your entry will be disqualified if you (i) provide information that is incomplete or inaccurate, or (ii) fail to comply with or attempt to circumvent the terms and conditions of these Official Rules. Automated entries are not permitted and will be disqualified. Only one entry per person or household is permitted per prize period and Grand Prize can only be won once during entire contest period. Entries will only be eligible for the prize period entered (June 1<sup>st</sup> /July 31<sup>st</sup> 2013; August 1<sup>st</sup>/September 30<sup>th</sup> 2013; October 1<sup>st</sup>/November 29<sup>th</sup> 2013; December 1<sup>st</sup> 2013/January 31<sup>st</sup> 2014; February 1<sup>st</sup>/March 31<sup>st</sup> 2014; April 1<sup>st</sup> /May 28<sup>th</sup> 2014).
- 4. Two Grand Prizes: Two winners from Alberta will be eligible to win the 'Ultimate Alberta Road Trip' and will receive: (1) a 2013 Jeep Wrangler Unlimited Sahara 4x4 (the "Jeep Wrangler") for up to a two month period (June 1st/July 28<sup>th</sup>, 2013; August 1<sup>st</sup>/September 28<sup>th</sup>, 2013; October 1<sup>st</sup>/November 28<sup>th</sup>, 2013; December 1<sup>st</sup>, 2013/January 28<sup>th</sup>, 2014; February 1<sup>st</sup>/March 28<sup>th</sup>, 2014; April 1<sup>st</sup>/May 28<sup>th</sup>, 2014); (2) a three hundred Canadian dollar (\$300.00CDN) Petro Canada gas card; (3) a 2-night weekend package (from a choice of two packages per contest time period) which includes two nights' accommodation (one room, quad occupancy) and (4) an adventure experience for up to 4 people (as outlined in package choice featured in the Calgary Herald or Edmonton Journal), collectively the "Grand Prize". Total retail value of each Grand Prize is approximately Four Thousand Five Hundred Dollars and No Cents (\$4,500.00 CDN). The Grand Prize must be redeemed and fully used as per the dates in which it is won as per the prize period (June 1<sup>st</sup> /July 31<sup>st</sup> 2013; August 1<sup>st</sup> /September 30<sup>th</sup> 2013; October 1<sup>st</sup>/November 29<sup>th</sup> 2013; December 1<sup>st</sup> 2013/January 31<sup>st</sup> 2014; February 1<sup>st</sup>/March 31<sup>st</sup> 2014; April 1<sup>st</sup>/May 30<sup>th</sup> 2014). No extensions or changes in dates will be allowed. The vehicle may be picked up

anytime, during regular business hours as determined by the designated Discount Car Rental Agency location, after the  $1^{st}$  day of the  $1^{st}$  month of the 2 month prize period, and returned before noon on the  $28^{th}$  day of the  $2^{nd}$  month of the 2 month prize period. In the event the car is non-operational or damaged, the current winner(s) will forfeit their usage time while the vehicle is restored to full operational status. Balance of prize will not be forfeited. The Jeep Wrangler must be picked up in Calgary or Edmonton at the designated Discount Car Rental location.

5. Ultimate Grand Prize: The final prize award for each of the two Jeep Wrangler's (one in Calgary and one in Edmonton) will occur on May 31<sup>st</sup>, 2014 in each of the respective cities on broadcast Television. Eligible contestants, which shall be the 12 previous Grand Prize winner(s) (6 in Calgary and 6 in Edmonton), will be provided with 1 of 6 keys for each of the respective vehicles. Order of key selection will be determined on the day of the broadcast. The contestant with the correct key that starts the vehicle will be awarded one of the two Jeep Wranglers. Selected Grand Prize winner must be present in Calgary or Edmonton to be eligible for a chance to win the Ultimate Grand Prize. The vehicles will be awarded as-is and the winner acknowledges that since these are previously driven vehicles, they will have incurred standard wear and tear and as a result the sponsors are not liable or responsible for any maintenance issues in respect of the vehicle in question. The retail value of the vehicles is depended on the market value at the time that the vehicle is awarded. The vehicle must be accepted as awarded and is not transferable or convertible to cash.

The above prize descriptions constitute the expected prize details and all aspects thereof are subject to availability and subject to change. Some restrictions may apply. The winner will be provided with additional details after final arrangements have been made.

The Sponsors are not responsible for any postponement or cancellation, for any reason, of the contest or any event, exhibit or attraction forming part of the Grand Prize or Ultimate Grand Prize. If the whole or any part or parts of any activity relating to the contest is cancelled or postponed, the winner agrees to accept the balance in and as full satisfaction of the prize in its entirety and agrees that he/she shall have no claim against the Sponsors or any other person in respect of the cancelled or postponed portion of the Prize or Contest.

The cost of travel by the winner to the Discount Car Rental agency in Calgary or Edmonton to pick up the Jeep Wrangler is the sole the responsibility of the winner.

All expenses other than those specifically referred to above including, but not limited to, all meals, beverages, parking, gratuities, fuel, communication charges and all other items of a personal nature are the sole responsibility of the winner.

In order for the winner(s) to be eligible to claim the Grand Prize or Ultimate Grand Prize in its entirety, they must meet the necessary criteria as determined by the rental car portion of the prize. The Grand Prize and Ultimate Grand Prize must be accepted as awarded. No Prize or item is convertible to cash and there is no cash value. No transfer or substitution of any part of the Grand Prize or Ultimate Grand Prize is permitted by the winner. The Sponsors reserve the right to substitute any part of the Grand Prize or Ultimate Grand Prize with a prize of equal or greater value for any reason.

- 6. Car Rental: Awarding of the vehicle portion of the Grand Prize will be facilitated via the designated Discount Car Rental agency in Calgary and Edmonton. In order for this part of the Grand Prize to be used, the winner must be at least twenty-five (25) years of age, and have a valid unrestricted Alberta driver's license. If those requirements are not met, and the car rental cannot be utilized, the winner will forfeit the full Grand Prize. Vehicle must be returned by 12:00pm (noon) on the 28<sup>th</sup> day of the second month of the prize validity. Vehicle must be returned with a full gas tank and reasonably clean or winner will be charged for same.
- 7. Grand Prize Winner: The Sponsors will randomly select one (1) entry in Calgary, Alberta, on the last business day of each second month (May 31<sup>st</sup>, 2013; July 31<sup>st</sup>, 2013; September 30<sup>th</sup>, 2013; November 29<sup>th</sup>, 2013; January 31<sup>st</sup>, 2014 and March 31<sup>st</sup>, 2014) from among all eligible entries received by 11:59:59 p.m. MST on May 29<sup>th</sup>, 2013; July 31<sup>st</sup>, 2013; September 30<sup>th</sup>, 2013; November 29<sup>th</sup>, 2013; November 29<sup>th</sup>, 2013; January 31<sup>st</sup>, 2014 and March 31<sup>st</sup>, 2014, September 30<sup>th</sup>, 2013; November 29<sup>th</sup>, 2013; January 31<sup>st</sup>, 2014 and March 31<sup>st</sup>, 2014 respectively. Chances of winning depend on the number of eligible entries received.

The participant identified on the selected entry will be contacted by phone and/or email at the phone number and/or email address set out on the entry. Only three attempts will be made, once on each of the first three days of the prize winning month. If direct contact is not made with the selected participant for any reason by the third day of the prize winning month, or the selected participant is unwilling or unable to comply with these rules, they will thereby forfeit the Grand Prize and another participant's entry will be selected.

The selected participant must correctly answer, unaided, a mathematical skilltesting question asked over the telephone at a time mutually convenient to the selected participant and the Sponsors.

The selected participant will be required to complete, sign and return a 'Declaration of Eligibility' form, in which they confirm their eligibility and a 'Waiver and Assumption of Risks' form in which they assume all risks associated with acceptance and use of the Prize. These forms must be returned, properly executed, prior to confirming their pick-up time for the Jeep Wrangler or the participant will thereby forfeit the Grand Prize.

Upon receipt of the properly executed forms and the Sponsor's verification that the selected participant is in compliance with all the rules set out herein, the selected participant will be declared the winner.

- 8. Liability Limitation: The winner agrees that the Sponsors shall not be liable to him or her or their heirs for property damage, injury or death, or any other loss, damage or liability that may arise: (i) as a result of, whether wholly or partially, any act or omission of the Sponsors, or (ii) by reason of any other event over which the Sponsors have no control. In all other circumstances, the Sponsor's total maximum liability to any participant shall be equal to the amount which is equal to the value of the Grand Prize divided by the total number of eligible entries received.
- 9. **Indemnity:** The winner(s) hereby agrees to indemnify and hold harmless the Sponsors and its directors, officers and employees from any and all claims, demands and liability for any injury, loss or damage of any kind to any person or persons, including death and property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize or any part of the Prize(s), participation in the Contest or participation in any Prize-related activity
- 10. **Disclaimer of Warranty:** The Sponsors makes no warranty, guaranty or representation of any kind concerning the Prize(s) and disclaims any implied warranty.
- 11. **Contest Irregularities:** The Sponsors are not responsible for printing or typographical errors in any Contest-related materials. The Sponsors are not responsible for any lost, late, delayed, illegible, incomplete or misdirected entries. The Sponsors assumes no responsibility or liability for failure of the Internet or the Contest website during the contest period or for any other problem or technical malfunction in the operation of the Contest. If in the opinion of the Sponsors, the administration or integrity of the Contest has been compromised the Sponsors reserve the right to modify, suspend or cancel the Contest, including without limitation, terminating the Contest and awarding the Prize(s) by random drawing from all non-suspect entries received as of the termination date. If the Contest is cancelled, modified, suspended or terminated notice will be posted on the Contest website.
- 12. **Publicity:** Except where prohibited by law or regulation, including the privacy protection requirements of the *Freedom of Information and Protection of Privacy Act* (Alberta), by submitting an entry and accepting the Prize(s) the winner(s) grants the Sponsors (and its nominees) a perpetual, worldwide, royalty-free license to use his/her name, photograph, voice, likeness and the whole or any part of any statement or statements he/she has made or makes concerning the Contest or the Prize(s), for the Sponsors (and its nominees) to use in connection with any publicity, promotion or advertising of any nature, whether or not related to the Prize(s) or Contest and the winner hereby consents to such use without further notice, consent, approval or compensation. The winner agrees to make themselves reasonably available for an opportunity to have photographs taken of them as well as an interview from media outlets. The winner also agrees that the Sponsors may publish their name, city and province of residence as being the winner of the Contest.

- 13. **Taxes:** The winner is responsible for reporting any taxable benefits in connection with the Contest to all applicable governmental authorities. Any taxes relating to the acceptance or use of the Prize are the sole responsibility of the winner.
- 14. **Insurance:** The following insurances are included in the Grand Prize: CDW (Collision Damage Waiver), PAP (Practical Assistance Package-tire and windshield repair up to \$500.00) and Roadside Assistance. Winner will be responsible for the deductible of One Thousand Canadian Dollars (\$1000.00CDN) should they have an accident or the vehicle is stolen. Any and all other insurance is the sole responsibility of the winner(s). The Ultimate Grand Prize winner will be responsible for arranging and paying for all statutorily required insurance on the vehicle upon transfer of ownership and possession, plus such other insurance as they see fit.
- 15. **Privacy:** Unless you provide notice otherwise, the Sponsors may use your name and email address to send you information by email about products, services and upcoming promotions that the Sponsors thinks may be of interest to you. If you do not wish to receive such information, send a letter to: Ultimate Alberta Road Trip, Travel Alberta., 400, 1601 9<sup>th</sup> Ave SE, Calgary, Alberta, Canada T2G 0H4, providing your name and address and indicating that you do not wish to receive such information. Further, some personal information may be required to be disclosed pursuant to the Freedom of Information and Protection of Privacy Act (Alberta). For further information about the Sponsor's privacy practices and obligations, please review the privacy policy at www.travelalberta.com.
- 16. **Changes to the Contest.** The Sponsors reserves the right to change the terms of this Contest, suspend or cancel it, at any time, for any reason, without liability on the part of the Sponsors, and without prior notice.
- 17. **Entries:** All entries become the property of the Sponsors and receipt of any entry will not be acknowledged and no entry will be returned.
- 18. **Governing Law:** A prospective participant may not participate in the Contest where it is prohibited by law. The interpretation of these Official Rules and all matters relating to the rights and obligations as between any participant and the Sponsors in connection with the Contest shall be governed by, construed and interpreted in accordance with the laws of Alberta, without giving effect to any choice of law or conflict of laws rules or provisions. Each of the Sponsors and all participants hereby agree to attorn to the jurisdiction of the courts of Alberta, sitting in the City of Calgary (and all courts of appeal therefrom), in respect of the determination of any matter, issue or dispute arising in relation to these Official Rules, the Contest or the acceptance or use of the Prize(s) and agree that any such determination shall be sought solely and exclusively before such courts.
- 19. Language Discrepancy: In the event there is a discrepancy or inconsistency between the English language version of these Official Rules and any other language version, the English version shall prevail, govern and control.

- 20. **Discrepancy with Other Material:** In the event there is a discrepancy or inconsistency between the terms and conditions of these Official Rules and any other material relating to the Contest, these Official Rules shall prevail, govern and control. In the case of a discrepancy or inconsistency between these Official Rules and the Waiver and Assumption of Risks form both will apply to the extent possible.
- 21. **Sponsors:** Travel Alberta, 400, 1601 9<sup>th</sup> Avenue SE Calgary, Alberta, Canada T2G 0H4 and Chrysler Canada Inc.
- 22. **Third Party Trademarks:** The names of any individual, group, company, product or service mentioned herein or on the Contest website, and any corresponding likeness, logo or image thereof, have been used for identification purposes only and may be the copyrighted properties and trademark of their respective owners. The mention of any individual, group or sponsor, or the inclusion of a product or service as a Prize or on the Contest Website, does not imply any association with or endorsement of such individual, group or sponsor or the manufacturer or distributor of such product or service or the product or service itself and, except as otherwise indicated, no association or endorsement is intended or should be inferred and the Sponsors makes no representation or warranty about them and specifically disclaims any which may otherwise arise under law.
- 23. **Decisions:** The decisions of the Sponsors are final and will be binding on all participants with respect to all aspects of this Contest, including but not limited to, eligibility of participants, compliance with these rules and the correctness of the answer to the skill-testing question.

## 24. Contest Documentation:

- 25. OFFICIAL RULES: For a copy of the Official Rules, the Declaration of Eligibility form and the Waiver and Assumption of Risks form, mail a self-addressed, stamped envelope by first class mail to Official Rules, Ultimate Alberta Road Trip Travel Alberta, 400, 1601 9<sup>th</sup> Avenue SE Calgary, Alberta, Canada T2G 0H4 and include a written request for the same.
- 26. WINNER'S LIST: A winner's list is available only within sixty (60) days after the close of the Contest. Send a self-addressed, stamped envelope by first class mail to Ultimate Alberta Road Trip Travel Alberta, 400, 1601 9<sup>th</sup> Avenue SE Calgary, Alberta, Canada T2G 0H4 and include a written request for the name of contest winner.
- 27. **Copyright:** The Contest and all related material are Copyright © 2013. Participants are hereby authorized to copy these official rules on the condition that it will be for their personal use only and not for any commercial purpose whatsoever.