

## WESTJET CHRISTMAS MIRACLE TWITTER CONTEST RULES

### THIS CONTEST IS OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. You understand that you are providing your information to the Sponsor (defined below) and not to Twitter. 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). Twitter is 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 Twitter. You may only use one (1) Twitter account (the "**Account**") to participate in this Contest.

#### 1. CONTEST PERIOD:

The WestJet Christmas Miracle Twitter Contest (the "**Contest**") commences at 12:01 a.m. MT on December 9, 2013 and continues until December 16, 2013, 11:59 p.m. MT (the "**Contest Period**").

#### 2. ELIGIBILITY:

Contest is open to all legal residents of Canada who have reached the age of majority in the jurisdiction in which he/she resides at the time of entry, except employees, family members, representatives or agents (and those with whom such persons are domiciled, whether related or not) of WestJet, an Alberta Partnership (the "**Sponsor**"), its parent companies, subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the "**Contest Parties**").

#### 3. HOW TO ENTER:

- a. To participate in this Contest, you must have a valid Twitter Account. If you do not have an Account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrolment instructions for a free Twitter account. In addition, eligible entrants (see above) must become a "follower" (the "**Follower(s)**") of the official @WestJet channel on Twitter (note: you can un-follow at any time). To become a Follower, an eligible entrant must: (i) visit [www.twitter.com/westjet](http://www.twitter.com/westjet); OR (ii) from his/her Twitter home page, click on the "Find People" tab and perform a search for "WestJet"; AND (iii) click on the "Follow" button corresponding to the official @WestJet channel.
- b. No purchase necessary. During the Contest Period, you can enter the Contest by tweeting (the "**Tweet(s)**") to @WestJet using your Twitter account. To be eligible, your Tweet must:
  - i. be in accordance with the specific Submission Requirements listed below in Rule 4;
  - ii. follow all of the instructions for entry outlined on the contest page on the WestJet blog;
  - iii. mention @WestJet
  - iv. include the #WestJetChristmas hashtag
  - v. include a link to the WestJet Christmas Miracle video on YouTube:  
<http://www.youtube.com/watch?v=zIEIvi2MuEk>
  - vi. include the name of the gift that the Hughes family got from Santa
  - vii. comply with the Twitter Terms of Service and Twitter Rules available at [www.twitter.com](http://www.twitter.com); and
  - viii. conform to Twitter's (140) character limitation, including the Hashtag.
- c. Any Tweet that does not follow the above format (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.

- d. A Tweet will be considered to be void (and an Entry (as defined below) will not be granted) if the Tweet: (i) does not fully follow the instructions outlined in the Contest Tweet (as determined by Sponsor in its sole and absolute discretion); (ii) is incomplete or illegible; (iii) is not submitted and received during the Contest Period in accordance with these Rules; (iv) does not include the Hashtag; (v) does not conform to Twitter's (140) character limitation including the Hashtag; (vi) does not comply with the Twitter Terms of Service and Twitter Rules; and/or (vii) is not in accordance with the specific Submission Requirements listed below in Rule 4 (all as determined by Sponsor in its sole and absolute discretion).
- e. Standard text messaging and/or data rates apply to Followers who submit a Tweet via a wireless mobile device. Wireless service providers may charge for airtime for each standard text message sent and received. Please call your service provider for pricing and service plan information and rates before mobile device participation.
- f. An unlimited number of Tweets per person/email address will be accepted during the Contest Period. Use (or attempted use) of multiple names, identities, and/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 Tweets (all of which are void).
- g. A Follower will receive one (1) entry (the "**Entry**") in the random prize draw when he/she tweets his/her Tweet in accordance with these Official Contest Rules and Regulations (the "**Rules**"). IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL ANY PERSON/FOLLOWER BE PERMITTED TO OBTAIN MORE THAN THE MAXIMUM NUMBER OF ENTRIES AS STATED IN THESE RULES.
- h. 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 Tweet/Entry in this Contest will be the Contest server machine(s).

#### 4. SUBMISSION REQUIREMENTS:

BY SUBMITTING A TWEET, YOU AGREE THAT THE TWEET COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES AND THE TWITTER TERMS OF SERVICE. THE RELEASEES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY TWEET YOU SUBMIT. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Without limiting the generality of the requirements noted above in Rule 3, to be eligible for entry in this Contest, if the Contest Tweet calls for you to describe or discuss a theme (a "**Submission**"), any Tweet you submit with a Submission must be unique and original (i.e. you cannot submit the same Tweet more than one time in this Contest and/or copy someone else's Tweet in whole or in part) and must be written in English/French only.

By participating in the Contest, each entrant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that any Submission he/she submits:

- i. is original to him/her and that the entrant has all necessary rights in and to the Submission to enter the Contest;
- ii. does not violate any law;
- iii. does not contain any reference to any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence;
- iv. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and

- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

By entering the Contest and submitting a Tweet which includes a Submission (where applicable), each entrant: (i) without limiting the Twitter Terms of Service grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Tweet, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Tweet in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Tweet. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any Tweet if a complaint is received with respect to the Tweet, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Tweet (and corresponding Entry) and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Tweet does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Tweet (and corresponding Entry) and/or the associated entrant. Tweets will NOT be judged.

## 5. PRIZES DESCRIPTION:

There is one (1) Grand Prize available to be won (the “**Prize**”) during the contest period. The Grand Prize will consist of: return airfare for two (2) people from a Canadian airport that WestJet services, closest to the winner’s residence to any Canadian WestJet destination, excluding Curacao (approximate maximum retail value \$2,226 based on round trip flights for two people between Toronto, ON and Edmonton, AB).

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. Each Prize will only be awarded to the person who is verified as the “authorized account holder” (see below) of the Twitter account associated with the selected Entry. **There is a limit of one (1) Prize per person.** Any and all costs/expenses not specifically included in the Prize description are the sole and absolute responsibility of each confirmed winner.

## 6. PRIZE RESTRICTIONS

Prize is valid for travel January 8, 2014 to December 15, 2014 and cannot be booked more than 30 days prior to departure. Prize is not valid for any flights departing after such date and extensions to the expiry date are not permitted. Peak dates such as but not limited to; U.S and Canadian statutory holidays, and airline blackout periods are not available for prize. Blackout dates include, but are not limited to:  
February 13-18, 2014, April 17-22, 2014, May 15-20, 2014, June 26-July 2, 2014, July 31-August 5, 2014, August 28-September 2, 2014, October 9-14, 2014 and November 7-12, 2014.

Prize winner and his/her designated guest must travel on the same itinerary in both directions. Prize must be applied towards purchases of return WestJet scheduled flights on regular published fares, including seat sales. Prize can only be used once and cannot be used towards WestJet gift certificates or any flights involving stand-by, non-revenue, FAM or TA fares, group sales bookings, promotional fares or any flights booked through WestJet Vacations, WestJet’s interline or charter partners, or reward redemption, only valid on WestJet marketed flights. Prize winner is responsible for transportation to and from the gateway airport and all other expenses not stated as included herein. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions

and regulations. Travel arrangements must be made through the Sponsor. The Sponsor is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) forming part of the prize and winner will not be compensated in the event of such delay, cancellation or other event described herein. Winner and his/her guest must have, and are responsible for obtaining, all necessary identification and or travel documents and any required medical and travel related necessities. Changes to flights and or passenger names are not accepted, once the booking has been confirmed. Other restrictions may apply. Prize and all prize elements are non-transferable (and without limiting the foregoing, the prize may not be sold or traded), must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize or component of the prize with a prize of equal or greater value. No credit or reimbursement will be provided if the prize is not taken. Prize cannot be combined with any other promotional offer or offers provided by the Sponsor.

## **7. RANDOM PRIZE DRAW AND WINNER SELECTION:**

On the business day after the end of the Contest Period (the "**Draw Date**") in Calgary, Alberta at approximately 2:00 p.m. MT, the number of eligible entrants that correspond to the number of Prizes will be selected by random draw from among all eligible Entries received during the Contest Period. Prizes will be awarded in the order listed in the Contest Tweet. The odds of winning depend on the number of eligible Entries received during the Contest Period.

The Sponsor or its designated representative will make a minimum two attempts to contact each selected entrant by Twitter (using a personalized message to the Twitter account used to submit the corresponding selected Entry) within five business days of the Draw Date. If a selected entrant cannot be contacted within five business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within seven business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) where his/her Tweet contains a Submission, assigns all intellectual property, including copyright, in and to his/her Tweet and waives his/her moral rights therein in favour of the Sponsor; (iv) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Tweet including, without limitation, any claim that his/her Tweet infringes a proprietary interest of any third party; (v) releases the Releasees from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (vi) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept his/her Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

## **8. GENERAL CONDITIONS:**

By participating in this Contest, each entrant: (i) agrees to be bound by these Rules; (ii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Releasees from any and all liability in connection with this Contest and his/her participation therein.

The Releasees will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Tweet to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted a Tweet, Tweets will be deemed to have been submitted by the authorized account holder of the Twitter account submitted at the time of entry (as determined in accordance with the official records of Twitter). An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Twitter account associated with the selected Tweet and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or Tweets.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Tweet with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.westjet.com/guest/en/privacy.shtml>), unless the entrant otherwise agrees.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.